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ABSTRACT

This essay presents an overview of the past 25 years of collective bargaining in American public education. Drawing distinctions between compensation and noncompensation issues, the essay addresses the issue of striking a balance between the interests of organized teachers and the educational interests of their communities, and it incorporates previous research in describing the spread of teacher organization/school board collective bargaining and its impact on teachers and school districts for policy and nonpolicy issues. The first chapter deals entirely with compensation bargaining. The second chapter discusses bargaining over hours and conditions of employment, and includes sections on grievance procedures, time, minimum fairness, and status quo. The third chapter, on educational policy bargaining, analyzes research on the issue and reviews topics of curriculum, student placement, teacher assignment, evaluation, and staff development. The fourth and fifth chapters discuss implementation of contract provisions and the impact of collective bargaining on teachers and school districts for policy and nonpolicy issues. The conclusion speculates on the impacts of bargaining on school district governance, organization, and administration; on education programs; and on teachers. Five pages of references are appended. (IW)

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Collective Bargaining in American Public Education:
The First 25 Years

by

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doctoral work, based upon an analysis of large-district contract provisions on staff development, her work for this project on staff development provisions in small-district contracts, and her contributions in Chapters I and II, particularly, account for her inclusion as a collaborating author.

Finally, it should be clear that no matter how interested the faculty or how talented the students, someone must encourage and enable. That person was Robert Mattson. We thank him and hope that this piece answers in some measure his constant question, Aren't you too narrow in your focus?

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Introduction

Given the perspective of 25 years, it may be easy to forget the early antagonisms and difficulties that surrounded bargaining in public education. Thus, for example, in 1963 the National School Boards Association established a policy position on collective bargaining that read in part:

> School boards, subject to the requirements of applicable law, shall refrain from compromise agreements based on negotiation or collective bargaining, and shall not resort to mediation or arbitration, nor yield to threats of reprisal on all matters affecting local public schools, including the welfare of all personnel. (Exton, 1963, p. 36)

Only three years later, an article in the *American School Board Journal* announced that "the era of school board paternalism regarding teachers' welfare has ended; collective bargaining in the industrial sense, has arrived" (Combe, 1966, p. 53).

School boards were not alone, struggling with new ideas and shifting their conceptions of what might be proper and possible. In 1962, the National Education Association (NEA) also opposed strikes and relied instead upon "professional sanctions"; but by 1967 it, too, switched its view and adopted a statement that "the NEA recognizes . . . under conditions of severe stress, causing deterioration of the educational program . . . strikes have occurred and may occur in the future. In such instances, the NEA will offer all of the services at its command to the affiliate concerned to help resolve the impasse" (*NEA Reporter*, 1967, p. 2).

Whether primed by its competition with the American Federation of Teachers (AFT), which viewed the strike as a legitimate means of resolving impasse, or whether the NEA was moved principally to "catch up" with its local associations, some of which had organized work stoppages to their advantage, the changed position of the nation's most powerful teacher organization indicates how rapidly developments occurred during the 1960s.

Viewed in the larger context of national life, teacher organization indecision, searching, and change is not surprising. Indeed, in the brief span from 1962 to 1967 national consensus on any number of issues central to American life was rent and patched over. During the same period, the nation discovered poverty, discovered oppressed minorities shackled by institutionalized racism, and reexamined the rights of accused. Recall that in 1962, after his unsuccessful gubernatorial candidacy in California, Richard Nixon declared that he would no longer be available for the press to "kick around." Six years later he was elected President of the United States.

National concerns for opportunity and justice probed deep into the heart of the national political life of the 1960s. These concerns found voices among educators as well. Critics abounded; they claimed that schools were racist toward minorities, inhumane for all, and underfunded in inner cities. Goodman's critique, Growing Up Absurd (1960), and his proposal, The New Reformation (1970), opened and closed the educational decade. Other proposals followed other criticisms. In 1964 Congress passed the Civil Rights Act, and school doors were opened to the Attorney General of the United States, who was empowered to see that those same doors were opened to students regardless of race; in the same year Project Head Start was funded under the Economic Opportunity Act. The following year, 1965, the Elementary and Secondary Education Act provided funds for educationally deprived children. Process and content, form and substance, vied for attention. Buildings with "open" spaces provided room for open classrooms; there were teacher teams as well as individualized instruction. New curricula were introduced in mathematics and in the natural and social sciences; there were federally funded programs for training of teachers and even for training of trainers of teachers.

Indeed, so much had to be changed that universities established departments of "Educational Change" and "Organizational Development" within their schools and colleges of education. Educational consultants must have contributed significantly to increased traffic through the friendly skies; and everywhere they journeyed, these change agents emphasized the importance--and the difficulty--of establishing goals, communicating clearly, and working together. But in the midst of threat, challenge, uncertainty, and very high levels of energy and commitment, a process--collective bargaining--was instituted wherein teachers and school boards were required to negotiate matters of wages, hours, and conditions of employment. What a propitious development!

Whether or not either the NEA or the AFT took heart from the fact that each was in less disarray than the Democratic Party that televised its sufferings from Chicago in 1968, we do not know. Likewise, we do not know whether local groups of teachers were emboldened or made hesitant in the face of indecision from their largest national organization. Probably, as local circumstances and leadership differed, so also did local actions. Thus, the agreement negotiated by AFT teachers in Anaconda, Montana in 1956 continued in force, substantially unchanged except for salary increases, through the mid-1960s. Other teachers, like those in the Taylor, Michigan's "Lightning Local," as it was called, negotiated increasingly substantive contracts very quickly (Collective Bargaining Contract File, 1962).

What did teachers and school boards negotiate? It is clear that teachers wanted to discuss more than salary. In the words of a scholar (Jessup, 1978) who investigated the motivations of rank-and-file teachers in six school districts in the New York City metropolitan area in 1969, "teachers' motives for participating in unions were highly related to concerns for improving educational services" (p. 52). Indeed, Jessup claimed that teachers perceived community members who applied pressure as too "diverse, uninformed, and frequently too particularistic" while they perceived themselves as "more universally motivated to seek improved services, more knowledgeable about specialized educational programs, and better able to evaluate students' needs" (p. 50).

A dozen years from now, a commentator able to take the long view may make a compelling argument that the greatest changes in public education between 1960 and 1985 resulted from the development and widespread use of photocopying equipment. While we have chosen not to pursue that provocative topic, we have investigated the idea that the spread of collective bargaining in public education has been highly significant. Though we recognize that our perspective is limited by the fact that we do not possess the advantage of much hindsight, we are simultaneously encouraged by two thoughts. First, since the annual dues of the nearly 2,000,000 members of various teacher organizations total enough to make "representing teachers" a Fortune 500 enterprise, perhaps our analysis, if not valuable on the basis we intend, may provide interesting data for future economic historians.

Second, our perspective differs from the perspectives of most others who have offered their analyses of teacher collective bargaining. While previous researchers have examined contracts and have often separated compensation and noncompensation issues, none has addressed the issue that we find crucial to teacher collective bargaining, an issue addressed by all state statutes and administrative agencies charged with governing such bargaining: can a balance be struck between the interests of organized teachers and the educational interests of their communities?

Previous researchers have consistently failed to distinguish the extent of bargaining over working conditions from the extent of bargaining over educational policy; and, similarly, they have failed to distinguish the impacts of bargaining on each of those areas. We contend that the failure to make this distinction masks the impacts of educational policy bargaining and produces conclusions too vague to be of practical value to decision-makers.

In this essay we discuss educational policy and nonpolicy bargaining separately. We divide nonpolicy issues into two areas: compensation and working conditions. We incorporate previous research in our description of the spread of teacher organization/school board collective bargaining and its impact on teachers and school districts for policy and nonpolicy issues. We then address the question of whether certain contract provisions are implemented. Finally, we draw some conclusions about the impacts of bargaining on school district governance, organization, and administration; on education programs; and on teachers. In so doing, we are aware that conclusions about these impacts rest on a delicate empirical base.

Certainly our analysis rests in large part upon the work of others, although we often question their conclusions. Additionally, however, our effort is distinctive in that we present the results of recently completed research on the extent of educational policy bargaining between teacher organizations and school boards over matters most likely to affect student learning opportunities. Furthermore, because our particular perspective--an educational rather than an economic or a legal/political one--informed our review of the literature on the development and impact of collective bargaining in education, we found that we were able to use the work of others to draw conclusions that they themselves did not draw. Finally, as we investigated the educational consequences of collective bargaining, we considered the possible effects of bargaining on the nature and quality of teaching. Therefore, we have also included a discussion of the likely consequences that bargaining has for teachers.

CHAPTER I

Compensation Bargaining

In 1964 the combined membership of the National Education Association (916,800) and the American Federation of Teachers (95,200) topped 1,000,000 for the first time; by 1975 their combined membership had more than doubled. With so much membership muscle to flex, one certainly might have expected teacher organizations to achieve salary gains. This expectation, we think, spurred dozens of studies assessing the impact of bargaining on teacher salaries. Nearly all of these studies indicated that organized teachers obtained slightly higher salaries than nonorganized teachers. However, the salaries of all teachers neither kept up with increases in the cost of living, as measured by the Consumer Price Index, nor matched salary gains of other organized workers. Still, school boards and district administrators continue to feel pressed by teachers' demands for salary increases. Since we have recently entered a period of substantial public and governmental support for the proposition that teachers generally--and math and science teachers particularly--are underpaid, we believe that many will agree with this summary of the results of teacher salary bargaining: teacher unionism pays, but not enough.

Three recent reviews of the research that compared salaries of unionized teachers to those of their nonunionized colleagues reached essentially the same conclusion: unionism has a positive, but small, effect on salaries. Cresswell and Spargo (1980), for example, found that the majority of studies estimate the union impact on wages to be between 1 and 8 percent. Lipsky (1982) also found that unionism has not "caused teacher salaries (on average) to be more than 4 to 6 percent higher than they would otherwise be" (p. 35). Cooper (1982) also noted the "remarkable" agreement among researchers that union effects are between 5 and 9 percent.

Though the reviewers' general conclusions converge, it also is true, as Cresswell and Spargo (1980) noted, that "there is so much variation in the research design, objectives, and specification of the problem, that the resulting pattern of findings is full of gaps and ambiguities" (p. 5). For example, in comparing estimates of hourly wage levels and wage changes reported by a national sample of individual teachers who belonged to a teacher organization with teachers who did not, Baugh and Stone (1982) concluded that unions might have relatively large effects--as much as 21 percent. Other researchers who compared average salaries paid by unionized and nonunionized school districts found less effect. Investigators who compared average teacher salaries in bargaining and nonbargaining states found the positive effect smaller still.

Researchers have employed not only different measures of salary but also different "gauges" of unionism. These include the proportion of a state's teachers who are represented by bargained agreements, the presence of statutes that allow teacher bargaining, the presence of union contracts, or individual membership in teacher unions. These different measurements of salary and unionism complicate most discussions of the effects of bargaining on teacher salaries. Furthermore, there are at least five additional problems with studies of bargaining effects.

First, although the research indicates that unionism is associated with slightly higher salaries, we do not know whether teacher unionism led to higher salaries or whether more highly paid teachers were more likely to organize. Second, we know little about what has been called "spillover"--whether increases in salaries of organized teachers influence nonbargaining teachers' salaries in neighboring districts. Third, we know of no reason to suppose that the bargaining process itself remains stable over time or that its effect on salaries remains constant. The impact of a union negotiating its first contract might well be different from the impact of the same union negotiating its tenth contract. Fourth, other very powerful factors are not always well conceptualized or controlled in the research. State statutory environment, community size and wealth, economic fluctuations, prebargaining salary levels, and teacher labor supply and demand are only a few of the myriad factors that can influence teacher salaries and that must be considered in the design of research. Thus, for example, bargaining/nonbargaining differences may not account for nearly as much salary variation as differences associated with size of community (Booth et al., 1981). Finally, comparisons of average salary instead of individual salary gains also do not accurately reflect the relationship between the cost of living and the salaries of those who remain teachers. As Lipsky (1982) explains:

> Because of attrition and turnover, the change in average salaries ought to be lower than the change in individual salaries of teachers who continue in employment. Consider the following illustration: The nationwide average starting teacher's salary was $7,357 in 1972-73. The nationwide average maximum salary of teachers with Master's degrees was $18,834 in 1979-80. Thus, a teacher who was hired at the average minimum in the former year and who progressed to the average Master's maximum by the latter year would have enjoyed a salary gain of 156 percent in nominal dollars, or 41 percent in real (1967) dollars. (p. 39)

This is part of the reason Baugh and Stone (1982) found that unions had had a relatively large effect on salaries: they examined the salaries of individual teachers (who continued to teach) rather than average salaries.

Given the relatively modest salary advantage researchers have attributed to bargaining, given the concerns about the research itself, and given the widespread adoption of bargaining, a comparison of unionized teachers' salary gains with those of nonunionized teachers may not explain the significance of salary agreements between school boards and teachers. Even the common practice of comparing teacher salaries with a cost-of-living index--usually the Consumer Price Index (CPI)--may not be as instructive as it appears. Depending on the base year and the length of the period one chooses to examine, such comparisons may lead to contradictory conclusions. For example, Lipsky (1982) examined average teacher salaries for the 12-year period between the 1967/68 and 1979/80 school years and concluded that although salaries had more than doubled (when adjusted for inflation) during that time-span, salaries peaked in 1972/73 and declined over the next 9 years by 13.4 percent. On the other hand, Baugh and Stone (1982) compared teacher salary gains with cost-of-living increases for only the three-year period from 1974/75 to 1977/78 and concluded that the average salary remained 1 percent ahead of the cost of living.

In addition to the confusion caused by examining different time periods, comparisons of salaries with the CPI may be misleading because the Index does not adjust for changing buying patterns as consumers substitute less expensive goods for more expensive ones. Nor does the CPI reflect improvements in product quality or longevity. Finally, until 1983, CPI housing costs were based on the assumption that all homeowners were first-time home buyers. Thus, the CPI may reflect increasing costs more effectively than decreasing costs (Gordon, 1981).

Whether or not teachers' salaries kept pace with the cost of living, it appears that teachers have been unable to match the salary increases of other organized workers. For example, in seven of the ten years between 1968 and 1978, the average weekly teacher salary (total salary divided by forty weeks) declined in comparison with the average weekly salaries of steelworkers and autoworkers. In 1970 the average weekly salary of a teacher was 36 percent more than that of the average autoworker and 40 percent more than that of the average steelworker. By 1978, the average teacher salary was only 2 percent more than the autoworker salary and was 4 percent less than the steelworker salary (Lipsky, 1982). Teachers maintained their lead over production workers, a group containing nonunion as well as union workers, but the gap has narrowed in recent years. Comparisons of annual average salary increases for teachers with salary increases for the professional, administrative, technical, and clerical occupations reported by the Bureau of Labor Statistics from 1968 to 1979 show that in only four of the eleven years, and in only one year since 1971-72, were increases in teachers' salaries greater than those for the other occupations combined.

While the weight of evidence reveals that unionized teachers enjoy a modest salary advantage over nonunionized teachers, such an advantage does not substantiate the fears of critics that collective bargaining by public school teachers will bankrupt school districts. A decade ago Perry (1974) observed that while the Philadelphia School District's expenditures had increased by nearly 100 percent between 1967/68 and 1973/74, average teacher salaries had increased by only 60 percent. Had collective bargaining researchers heeded that observation, their attention might have been riveted less on teacher salary gains and more on the larger question of how the collective bargaining process influences the whole range of a school district's budget decisions.

We note, for example, that Perry's observation about the Philadelphia system between 1967 and 1974 holds for the state of Oregon between 1971 and 1984, where total educational expenditures increased much more rapidly than did total expenditures for teacher salaries. Between 1971/72 and 1983/84, educational expenditures increased 224 percent, while average teacher salaries increased by just 129 percent (Oregon School Directories, 1972-1984). In fact, though the total number of classroom teachers decreased by 1 percent between 1971/72 and 1983/84, the amount spent for teacher salaries declined from 45 percent of total educational expenditures to 34 percent over the same period.

At the same time, the total personnel costs for school districts--salaries and fringe benefits for all employees--remained at about 80 percent of total school district expenditures every year since 1971/72. (The percentage fluctuated slightly from year to year--the highest percentage, 82.6 percent, occurred in 1972/73 and the lowest, 77.4 percent, in 1974/75. For the 1983/84 school year, personnel costs were 80.2 percent of the total expenditures.) If the total number of teachers decreased, how then did school personnel costs in Oregon remain a constant proportion of overall expenditures? Was it because districts hired staff other than classroom teachers? In part, the answer is yes, since between 1971/72 and 1983/84 the number of Oregon classroom teachers declined by 237 while the number of other public school employees increased by 6,340. Thus total teacher salary expenditures declined slightly as a portion of salary expenditures for all school personnel (from 62 percent to 58 percent). However, expenditures for the salaries of all school personnel have actually declined from 72 percent of the general budget expenditures to 58 percent.

It appears that total personnel costs remain at their relatively stable 80 percent of total educational expenditures because costs of employee fringe benefits rose precipitously. In fact, these costs increased eightfold between 1971/72 and 1983/84. In 1971/72, Oregon school districts paid salaries plus an additional 12 percent in fringe benefits; in 1983/84 they paid salaries plus an additional 37 percent in fringe benefits. Whereas in 1971/72 school employee fringe benefits accounted for 8.5 percent of all general expenditures, by 1983/84 they accounted for 22 percent. In Oregon it would seem that bargaining over salary gains--and perhaps even salaries themselves--may be less indicative of the impact of compensation bargaining than negotiations over fringe benefits, a matter that investigators have seldom addressed.

School board members in Oregon, as elsewhere, may be sensitive to teachers' needs and may often accede to pressure from organized teachers for salary increases in times of inflation; both parties acknowledge their entanglement in a web they did not spin. So it may also be with bargaining over fringe benefits. Neither boards nor teachers control rising health insurance premium costs or increases in federal social security contributions, developments that force both teachers and school boards to run faster just to stay in place. Teachers remain dissatisfied, and despite significant increases in public financial support, lack of funds is still the greatest concern of school board members throughout the nation ("Survey," 1985). Thus, teachers may feel they have not won sufficient increases in salaries or benefits, and school boards may feel they have lost their ability to control expenditures.

Have the results of compensation bargaining between organized teachers and school boards contributed to the difficulties both parties face? Research on bargaining over salary increases has led only to tentative conclusions, and research on bargaining over fringe benefits is nearly nonexistent; but we can specify other impacts of bargaining over compensation. These impacts--ultimately upon teachers _and_ school boards--stem from the nature of the bargaining process itself and from the legal status of the collectively negotiated agreement, which fixes compensation for the term of the contract.

Unlike districts that contract with individual teachers, districts that bargain with organized teachers must negotiate until either agreement or impasse before implementing changes. Under such conditions, the timing of a district's response to any local economic change is governed not only by the term of the agreement but also by the length of the bargaining process. In addition, districts that must bargain with teachers' organizations risk different responses than do those without organized teachers. For example, a decision not to increase teachers' salaries in a nonbargaining district might lead to an increase in teacher resignations. Under bargaining conditions, however, such a decision may result in a teacher strike or a reduction in force.

When teachers and school boards engage in collective bargaining, they negotiate and fix the proportion of the district's budget that will be allocated to teacher salaries and benefits for the term of the agreement. These negotiated schedules allow little room for reallocating funds within that fixed proportion of the budget, nor do they allow districts to offer incentives to teachers or to "recruit" teachers. Instead, teachers are paid according to their years of experience and the amount of their postbaccalureate education. Though the relative importance of experience and education may vary from district to district, it is clear that one fundamental assumption remains unchanged: namely, as teachers continue to teach and to increase their education, they become more valuable.

Because these schedules fix a teacher's salary, compensation is only tenuously related to teaching performance. There are provisions in collective bargaining agreements that allow districts to withhold salary increments for good and sufficient reason, but salary increments are rarely denied. In any case, even if an increment is withheld, no teacher ever moves backward on a salary schedule.

Not only does the compensation structure preclude salary decreases, it provides no way to increase salary rapidly. In fact, some contracts limit the number of credit hours per year for which salary increments can be granted. Though small-district contracts may contain provisions that allow some administrative discretion in initial placement of teachers on the schedule, such provisions are normally absent in large-district contracts. There is, thus, no additional compensation provision in schedules either for performing especially noteworthy work or for possessing skills in demand.

Though the salary schedule structures and limits compensation for classroom teaching, teachers may increase their earnings by providing services outside the classroom, such as chairing departments, coaching athletic teams, or chaperoning school activities. For these responsibilities, teachers receive either a flat-rate payment or one prorated according to base salary. In either case, such compensation is established by negotiated job categories rather than by a teacher's performance.

Although bargaining has not changed the basic concept of salary schedules that have been in place in 90 percent of all school districts since the 1950s (Moskow, 1966), it may have had effects other than fixing compensation for the term of the agreement. It is possible, for example, that budget discussions held during salary negotiations are more widely publicized and more closely examined for long-term implications than budget discussions held prior to the advent of bargaining. Whether, as the two parties join their expertise in planning, they can make assessments of expenditures more carefully than would be true in a unilateral process, we do not know. In addition, school boards may find it more convenient to deal directly with one large bargaining group--a teachers' union--than to expect district administrators to be strong advocates for teachers' interests, to negotiate separately with many small special interest groups or individual teachers, or to open salary discussions to some combination of community representatives, teachers, and administrators.

Regardless of the convenience of the method, bargaining over compensation is difficult. Certainly, since the personnel budget is a district's single largest expenditure category, salary decisions must be made carefully. Economic circumstances and decision-making processes vary, but both school boards and teacher organizations must project costs and estimate revenues.

While salary bargaining is certainly important to both teachers and school boards, it may not be as important to them as it seems to those researchers who thought it would be the most useful way to measure the impact of collective bargaining. It is true that salary issues appear to be the single most important issue in teacher strikes (Torrence, 1976) and that individual teachers say salary is an important issue to them (*Metropolitan Life Survey*, 1984). Nevertheless, most teachers do not list salary as "most important" when evaluating the *satisfactions* and *dissatisfactions* of their jobs. Indeed, evidence indicates that other issues are more important than salary.

When asked specifically about the satisfactions they received from teaching, those teachers Lortie (1975) interviewed in the early 1960s overwhelmingly identified their satisfactions as occurring in areas Lortie categorized as "psychic rewards," such as "reaching students" and "having a chance to associate with children or young people" (76.5 percent of the responses). Only 12 percent of the responses concerned extrinsic rewards such as salary, influence, and respect. More recently, when the teachers Goodlad (1984) surveyed in the late 1970s for his study of schooling were asked, "Hypothetically, which one of the following reasons would most likely cause you to leave your present position?" the most frequent response (34.1 percent) was "personal frustration or lack of satisfaction with my own job performance."

Such reports on teacher job-satisfaction should make collective bargaining researchers wary of assuming that the strength of organized teachers is applied primarily to bargaining over teacher compensation. To the degree that teachers connect their careers to a "sense of calling," they may be primarily concerned with aspects of teaching that increase the effectiveness of their instruction. Those who study the impacts of bargaining may misrepresent teacher interests if their investigations continue to focus primarily upon salary gains. Indeed, they may miss the point altogether that the concern teachers have about the nature of their classroom experiences means that the greater impact of collective bargaining is more likely to be found in the bargaining over teacher working conditions.

Chapter II

Bargaining over Hours and Conditions of Employment

Bowen (1961), writing in the American Federation of Teachers' American Teacher, has commented on the relationship between teachers' unions and working conditions:

> The ability of a teacher's union to adjust to problems of working conditions and professional status is a more severe test of its effectiveness as an organization than its ability to secure raises in salary. (p. 14)

Perhaps writing about negotiated working conditions is even more difficult than bargaining them, for none of the collective bargaining studies done to date addresses the subject of teachers' working conditions in a substantial way. Even Cresswell and Spargo's (1980) comprehensive review of collective bargaining research does not contain a section on hours or teacher working conditions. Because few surveys or case histories exist, piecing together a summary and analysis of teacher/school board bargaining over hours and conditions of employment resembles fitting together a jigsaw puzzle that has most of its interior pieces missing. Nonetheless, a careful review of the existing literature suggests that the available pieces fit a pattern.

In general, among those sections of bargained contracts that govern hours and conditions of employment, grievance procedures received highest priority from teachers. Teachers also felt strongly about issues related to their time: the teacher contract year, the student contact year, the teacher work day, and the allocation of time within the work day. Minimum fairness protections, such as the right to prior notice of and the right to a hearing on matters affecting employment, also received frequent mention. Finally, teachers sought to negotiate "status quo" provisions, including duty to bargain, policy incorporation, and maintenance of standards. The following discussion gives details on these various provision categories.

Grievance Procedures

In reviewing the literature on grievance procedures, we found that union leaders considered the grievance procedure to be the "cornerstone" of the collective bargaining contract. Teachers, too, shared this judgment. According to Jessup (1978), they ranked the emphasis their organization (whether AFT or NEA) gave to grievance procedures as second only to salary in importance. The value that teachers and their organizations attributed to the grievance procedure is not surprising since it is the time-honored means for enforcing bargained rights and benefits in the private sector. Put another way, a lean contract with a grievance procedure has muscle--muscle that gets stronger as the scope of the agreement expands. On the other hand, a thick contract without an effective enforcement mechanism is girded only in flab.

Important to both sides, contract grievance procedures were not easy for teachers to negotiate with school boards. One teacher organization negotiator we interviewed in 1983 recalled:

> I remember bargaining one of the first contracts in [Wisconsin]. . . . We spent many sessions mostly on the grievance procedure, just simply trying to get across to the board the concept that not only was a grievance procedure necessary, but it had to be spelled out, because without a grievance procedure anything we said afterward would be nonsense. We would have no way to appeal it or to get a review of it. . . . That was the major thing we got the first year.

Many of the contracts from the 1960s, including the one referred to above, had grievance procedures under which disputes were resolved by a decision from the school board rather than from a neutral third party. Even when third-party arbitrators were involved, their decisions on grievances were often advisory rather than binding. McDonnell and Pascal (1979) found that in 1970, 70 percent of the contracts from 133 districts with enrollments over 12,000 contained provisions that subjected contract violations to either advisory or binding arbitration. In 1975, 83 percent of those contracts they examined included such provisions for resolving grievances.

The literature makes it clear that teachers have preferred grievance procedures with binding arbitration and have been increasingly successful in achieving their goal. For example, Schnaufer (1967) reported that 28 percent of the 88 AFT and NEA contracts with substantive provisions mandated binding arbitration. Goldschmidt et al. (1984) found that in 1982, 79 percent of the 80 large-district contracts in their national sample contained provisions subjecting contract disputes to binding arbitration. In addition, Bowers (1984) reported that by 1983, binding arbitration appeared in 73 percent of the small-district (enrollments of 1,000 to 5,000 students) contracts he sampled. If, indeed, grievance procedures are the "cornerstone" of the teacher/school board contract, two decades of bargaining experience have set a firm foundation in both large and small districts.

Time

In the same way that an entire contract's strength is linked to the inclusion of an effective grievance procedure, the strength of salary schedules is linked to provisions that establish how much time teachers will work and how their time will be spent while on the job. It would make little sense for teachers to bargain for increased salaries without also obtaining an agreement that keeps the length of their contract year (number of paid days) and number of work days (contract year minus holidays and vacations) constant. Likewise, any increase in the length of the students' school year or school day might diminish negotiated improvements in compensation by increasing the time teachers work. The efforts of teacher organizations to fix the length of the contract year have had varied results: over time some bargaining units secured reductions in the total number of work days, others agreed to increases, and a few held constant. For example, provisions in 48 contracts from the Goldschmidt et al. (1984) sample could be compared with a 1966 report (National Education Association, 1966) on contract provisions in those same districts. Since 1966, the number of teacher work days was reduced in 26 contracts; in 17 districts the number of teacher work days had increased; and in 5 districts the number of teacher work days remained the same. Such differences in the negotiated length of the contract year may have been a function of bargaining trade-offs about which we have no information. In any case, the length of the contract year--a fundamental component of working conditions--was established.

Over the past 25 years, teachers have bargained not only over the length of their contract year but also over the number of work days allocated to classroom instruction (the student contact year). There is some evidence that teachers actually bargained reductions in the annual number of days they spent teaching students. According to Perry (1974), they accomplished this by negotiating to establish state-mandated minimums for student contact days as school district maximums. Fewer work days allocated to instruction may have resulted in more days freed for nonteaching activities, such as parent conferences and grading student work. We know that by 1981, teachers had not only negotiated numbers of work days and student contact days, but frequently they also had persuaded school boards to include the school calendar in contracts (Eberts and Pierce, 1982). Such agreements thus specified the dates for student attendance, for grading days, and for parent conferences, as well as the beginning and ending dates for the teachers' contract year.

Teachers also bargained over the length of the school day in their contract neogtiations. McDonnell and Pascal (1979) found that by 1970, 39 percent of the districts in their national sample had negotiated the length of the teacher work day; by 1975, 58 percent had done so. Ninety-one percent of the large-district contracts from 1981-82 in the Goldschmidt et al. (1984) study contained provisions that addressed length of the teacher work day; 80 percent of the small-district contracts in 1983-84 that Bowers (1984) studied also contained such provisions.

Despite the fact that teachers have commonly bargained over the length of their work day, there is no evidence that work days have been shortened. In analyzing data collected over a three-year period in the mid-1970s from a sample of over 3,000 teachers in 242 districts, Eberts and Pierce (1982) found that the "length of [the work] day for teachers in districts covered by collective bargaining is not significantly different . . . from the length of time teachers spend in districts not covered" (p. 13). While it is possible that the length of work days for both groups may have become shorter, this seems unlikely, since a comparison of teacher estimates from 1965-66 (National Education Association, 1967) and 1984 (Metropolitan Life Survey, 1984) indicates that the amount of time teachers spend on school-related duties has increased from 46.5 hours per week to 49.3 hours per week.

In addition to negotiating for the number of contract days and length of work days, teachers also bargained contract provisions on the allocation of time within the work day. Such provisions might specify the maximum number of different lesson preparations teachers make, eliminate clerical work or duties involving supervision outside the classroom, or establish a time when teachers are free from other duties to prepare lessons. Of these categories, preparation time is the most frequently researched. Schnaufer (1967) reported that 35 percent of the 88 contracts he analyzed contained preparation-time provisions. Perry (1974) found that five of the seven districts he studied had specified preparation periods. Eberts and Pierce (1982) reported that by 1976-77, preparation periods had been negotiated in 71 percent of New York's districts.

Generally, the literature does not address the question of whether allocations of teacher preparation time have increased. The exception is the Eberts and Pierce (1982) study, which was based on teacher reports and not on examination of collective bargaining agreements. They found that teachers in bargaining districts spent more time in nonteaching activities--preparing lessons, performing administrative and clerical duties, and meeting with parents--and 3 percent less time in instruction than teachers in nonbargaining districts. The results from studies of contract negotiations indicate that even when contract provisions specify teacher preparation periods within the work day or when they simply state a district's traditional practice (thereby subjecting it to enforcement), these contract provisions are never sufficient to encompass a teacher's full requirements for preparation time. Put another way, whatever collective bargaining agreements may specify, teachers are still expected to complete much of their class preparation outside of the contractually defined school day.

Minimum Fairness

With Tinker (1969) and Goss (1975), the United States Supreme Court extended constitutional rights of expression and due process to students.

The court extended the same rights to teachers in Pickering (1968), Roth (1972), and Perry v. Sindermann (1972). In a parallel development, most state legislatures enacted collective bargaining laws for public employees in part because they recognized that certain basic conceptions of fairness often required employee involvement in decisions that directly affected them. In order to maximize opportunities to participate in decisions that affected their work, teachers then sought to bargain for certain minimum fairness provisions--contractual right to notice of impending events, opportunity to participate in discussions, and the right to respond to decisions of various sorts (essentially, to be heard a second time). Such contractual "rights" and their importance to teachers are nowhere more evident than in the bargaining over teacher evaluation.

Gourley (1985) identified provisions requiring prior notice of evaluation in 35 percent of the large-district contracts that Goldschmidt et al. studied, while we found these provisions in 12 percent of the small-district contracts Bowers (1984) surveyed. Gourley also found that 30 percent of the large-district contracts mandated prior notice of evaluation procedures. This notice requirement exists in 16 percent of the small-district contracts. We found that the right of a teacher to know beforehand precisely when an administrator will make an observation is bargained somewhat less frequently: in 14 percent of the large-district contracts and in 4 percent of the small-district ones.

Teachers bargain for notice of evaluation results even more frequently than they negotiate notice of evaluation. Gourley found that 69 percent of the large-district contracts required notice of evaluation results while we found this requirement in 44 percent of the small-district contracts. The opportunity to respond to evaluations also has been frequently bargained. Hecker et al. (1969) reported that 39 percent of the Michigan contracts provided teachers with an opportunity to respond to evaluations. In their national sample McDonnell and Pascal (1979) found the opportunity-to-respond provision in 42 percent of the contracts they examined in 1970 and in 65 percent of the same contracts in 1975. Gourley found these guaranteees in 51 percent of the large-district contracts in 1981-82, and we found them in 28 percent of the 1983-84 small-district contracts.

Teachers also may obtain evaluation results by negotiating access to their personnel files. Their interest in employing this method is evidenced by the fact that in 1966, teachers bargained for notice of the contents of teacher personnel files in 62 percent of the contracts examined by Schnaufer (1967). By 1969, 70.4 percent of the Michigan contracts contained provisions that not only guaranteed access but provided teachers with the right to review their files as well (Hecker et al., 1969). Gourley (1985) found similar provisions in 75 percent of the large-district contracts from 1981-82. We found provisions guaranteeing access to personnel files in 46 percent of the small-district contracts.

In addition to providing minimum fairness rights for individual teachers, bargained agreements also contain numerous provisions that establish teachers' collective rights to notice and the opportunity to be heard in a wide variety of district decisions. Perry (1979) found that by 1967, union representatives had negotiated a number of regular meetings with administrators at both the district and school level and that by 1977, the number and variety of contractually mandated meetings and committees had increased. Perry's findings are supported by Gourley's (1985) data on joint committees. She found that union/administration meetings were required at the district level in 50 percent of the large-district contracts in 1981-82 and that building-level meetings were required by 55 percent of those same contracts. We found that 26 percent of the small-district contracts in 1983-84 provided for district-level joint committee meetings and that building-level joint committees were established in 11 percent of these contracts.

In addition to these general union/management meetings, contracts may also contain provisions that charge a joint committee either to recommend or set policy on a variety of topics concerning compensation and working conditions. Such policy committees were identified in 82 percent of large-district contracts and 50 percent of small-district ones. Thirty-two percent of large-district contracts and 14 percent of small-district ones have more than one of these committees. Gourley (1985) found that one large-district contract established five joint committees concerned with compensation and working conditions.

Finally, contracts make provisions for committees that recommend or respond to district policy decisions. McDonnell and Pascal (1979) found that 16 percent of the contract agreements made in 1970 and 31 percent of those made in 1975 contained provisions for "Instructional Policy Committees" at the district or building level. Findings from Gourley and from our study show that contracts provide for committees in the areas of curriculum (in 60 percent of large districts and 8 percent of small districts), teacher assignment and discipline (30 percent of large districts and 14 percent of small districts), and student assignment and discipline (in 23 percent of large districts and 7 percent of small districts).

Status Quo

In the preface to his biography of Abraham Lincoln, Carl Sandburg (1954) made this observation about writing a full and complete story of a person's life: "Supposing all could be told, it would take a far longer time to tell it than was taken to enact it in life" (viii). Similarly, it would not be possible for parties to draft a collective bargaining agreement that covered all the concerns about working conditions that school boards and teachers have. Like the biographer who must sift through a mass of events and then dwell upon some selected moments, the parties at the bargaining table also must select. However, in addition to selective negotiations they can bargain several types of general provisions that work to stabilize the current employment conditions not specifically negotiated. These "status quo" provisions include duty to bargain, policy incorporation, and maintenance of standards.

Goldschmidt et al. (1984) found a duty-to-bargain obligation in 23 percent of large-district contracts. In small districts, Bowers (1984) found that 4 percent of the contracts contained duty-to-bargain provisions. While this obligation *does not prevent* changes in working conditions not covered by the contract, it does require that the changes first be bargained to impasse or agreement. Therefore, at a minimum the union gains notice of changes in working conditions and the right to be heard at the bargaining table. In addition the union may obtain concessions in exchange for agreeing to management proposals to change working conditions. In some jurisdictions, if the school district unilaterally implements a change in working conditions after reaching impasse, teachers may legally resort to self-help measures (e.g., strike). Even though such an action would normally be illegal, and relatively infrequent where legal, districts cannot ignore that possibility in determining a course of action.

In 22 of the 33 states that require bargaining, state administrative agencies or courts have held that the duty to bargain continues during the term of the agreement. Thus, the duty-to-bargain obligation is much more widespread than a tabulation of contract provisions would indicate. Altogether, 71 percent of the districts in the Goldschmidt et al. (1984) sample had a duty to bargain. In the Bowers (1984) sample of small districts, 87 percent of the districts had a duty to bargain--although only 4 percent of the contracts actually contained a duty-to-bargain provision.

Teachers also may attempt to ensure the stability of their working conditions by incorporating district policies, rules, and practices into the contract through definitions of grievability and arbitrability as well as through other provisions designed for this purpose. Through these means, district policies, rules, and practices become a part of the contract. Although these provisions may not preclude the district from changing policies through its regular policy-amending procedures, they do provide recourse, including a third-party review, if established policies are not followed. Twenty-four percent of the large-district contracts provided for binding arbitration in cases involving alleged violations of school district policies, rules, and practices (Goldschmidt et al., 1984). In Bowers′ (1984) study of small districts, only 2 percent did so.

While the stability guaranteed by policy incorporation provisions is reasonable from the teachers′ perspective, districts may be reluctant to agree to incorporation provisions. A recent court ruling spells out the reason:

> An arbitrator cannot ″rule″ on an alleged policy/rule

> violation without first deciding what the particular policy or rule does, or does not require (i.e., without determining the substance or content of the language at issue). In so deciding, the arbitrator gives a policy its meaning--a meaning which might well be at variance with the District's own interpretation . . . [particularly since] the bulk of the District's written policy is largely expressed in precatory language, if not in outright pious hopes. (Eugene Education Association, 1982)

Finally, to stabilize working conditions, teachers and school boards have agreed to maintenance-of-standards language that goes further toward fixing working conditions not included in the contract than either duty-to-bargain or incorporation provisions. Unlike duty-to-bargain provisions, where changes in conditions of employment must be bargained, and unlike incorporation provisions, where policies may be changed through the district's normal policy-amending procedures, maintenance-of-standards provisions preclude changes in working conditions during the term of the agreement without the consent of the union. Maintenance-of-standards provisions appeared in 22 percent of large-district contracts (Goldschmidt et al., 1984) and in 3.5 percent of the small-district contracts we reviewed.

The obvious stability in teacher working conditions that status quo provisions provide during the term of the contract may exact a hidden price from both district and teachers. As Perry (1974) observed:

> The major weakness in the definition of bargaining scope in the Philadelphia Public School System rests not on the substantive boundaries of the area of wages, hours and other terms and conditions of employment, but on the breadth of the procedural commitment to bargaining as a prerequisite to any changes in the status quo which may affect such terms and conditions, whether or not they are contractually specified. The net effect of this commitment . . . effectively institutionalizes the status quo and precludes all but additive changes in the basic educational program. (p. 91)

Since Perry's analysis, almost as many large districts have agreed to maintenance-of-standards provisions as have agreed to policy incorporation provisions subject to binding arbitration. Eighty-five percent of the large districts in the Goldschmidt et al. (1984) study were party to contracts with at least one of the three status quo provisions, or were in states where a statutory duty to bargain continues during the life of the contract. The parallel figure for Bowers' (1984) small-district contracts was 89 percent. Therefore, it is clear that working conditions are being increasingly fixed during the term of a contract.

Summary: Conditions of Employment

We have indicated that parties first established an agreement and then negotiated grievance procedures that ensured that what had been decided would be taken seriously. Teacher organizations and school boards also negotiated numerous provisions that guaranteed teachers due-process rights and various opportunities to be heard--to participate in decisions that affect them. Finally, school boards and organized teachers negotiated to regulate other working conditions by agreeing on one or more "status quo" provisions that stabilize current practices.

Though collective bargaining agreements become increasingly detailed over the course of negotiations histories, there are few surprises. Certainly, there are no surprises among the "minimum fairness" provisions, that is, among those provisions that cover an employee's concern about notice of changes or new opportunities, or about contractually mandated rights to see and respond to evaluations. It is true that when compared with other groups of employees, teachers have negotiated much greater participation in a very wide variety of district decision-making processes, especially through the mechanism of joint committees. Even this broad acknowledgement of the necessity for teacher participation, however, may be understood as a contractual expession of assumptions and past practices which have been taken for granted.

Conclusion

As mentioned in Chapter I, the primary rewards of teaching are affective: the sense that one is "reaching" pupils and effecting change. Since teachers value their relationships with students, it follows that they would attempt to bargain provisions designed to enhance the quality of those relationships. For example, they bargain to restrict extraclassroom duties because the time and energy used for recess duty, hall supervision, and clerical duties takes away from the time and energy teachers need to devote to instruction or to prepare for instruction. Teachers bargain guarantees of preparation time at least in part because adequate preparation time makes possible improvements in quality: more carefully considered questioning strategies, clearer examples of concepts, more individualization, more appropriate materials, more detailed feedback on student work.

This interpretation of provisions related to working conditions suggests a view of teachers as professionals. They bargain to secure conditions that allow them to provide the best delivery of service to students. In so doing, they affirm one of the tenets of professionalism: a concern for client interests. That such conditions also seem to benefit teachers does not negate their benefit to students, nor should it detract from the teachers' claim to status as professionals.

Chapter III

Educational Policy Bargaining

When teachers and school boards negotiated wages and terms and conditions of employment, they challenged neither the assumptions that undergird accepted conventions of employer/employee relationships nor those assumptions that are unique to education, for example, the value of a teacher's experience and continuing education, or the structure of salary schedules. Of course, the story does not end here. Perry and Wildman (1970) noted that as early as the late 1960s teachers were also interested in policy bargaining. Over time, teachers and school boards have increasingly discussed and agreed to contract provisions that determine important educational policies. In this chapter, we review literature on past bargaining over educational policy and, using both new and previous research data, describe the extent of policy bargaining. We address five areas of educational policy: curriculum, student placement, teacher selection and assignment, teacher evaluation, and professional development.

Analysis of Research on Educational Policy Bargaining

A decade after Perry and Wildman (1970) first noted teachers' interest in bargaining over educational policies, Perry (1979) returned to 9 of the 1970 study's original 24 districts to examine those districts' most recent collective bargaining contracts. He found that teachers not only had expanded their protections against arbitrary treatment but also had increased their participation in educational policy decision making. Similarly, and over nearly the same time span, Bickel and Bickel (1979) discovered that between 1969 and 1976 the Pittsburgh Federation of Teachers had succeeded in bargaining 218 nonmonetary contract provisions and had become increasingly effective in its efforts to obtain nonmonetary concessions from its school board.

Evidence from these case studies also fits the national trend McDonnell and Pascal (1979) described. In comparing contracts negotiated in 1970 with contracts negotiated in 1975, they found substantial increases in district bargaining over such nonsalary items as class size, promotion rules, teacher evaluations, reduction-in-force procedures, the use of teacher aides, and instructional committees. Despite these findings that demonstrate substantial increases in bargaining over issues close to the core of a district's educational program, until recently there has been no challenge to McDonnell and Pascal's assertion that "collective bargaining does not seem to have affected significantly either classroom operations or the quality of educational services delivered to students" (p. ix).

One reason that McDonnell and Pascal's assertion has stood unassailed is that collective bargaining analysts have not shared a common definition of "educational policy." For example, Bickel and Bickel (1979) lumped policy proposals with their examination of all proposals that were not exclusively monetary. McDonnell and Pascal (1979) also identified trends in teacher collective bargaining on "noncompensation" items. Perry (1979) did not define "policy" *per se*, but he did identify three categories of provisions: "wage bargaining" (compensation), "effort bargaining" (work load), and "rights bargaining" (participation in policy decisions). Finally, Eberts and Pierce (1980) studied the effects of collective bargaining on resource allocation and suggested some links between bargaining and the educational attainment of students, but they too failed to draw a distinction between policy and nonpolicy contract provisions. This failure of collective bargaining analysts to distinguish between the results of educational policy negotiation and those of other bargaining makes investigating the most likely educational impacts of bargaining more difficult, and it precludes development of the research base necessary to determine whether collective bargaining seriously affects public educational policy.

In our discussion of contract provisions that set policy, we have adopted the Goldschmidt et al. (1984) definition of educational policy--specifically, decisions that determine the development and implementation of educational programs. We also rely heavily upon four other research projects, three recently completed (Bowers, 1984; Riley, 1984; Gourley, 1985) and one currently in progress (Painter, 1986), that also employ this definition of policy. To determine whether contract provisions fell within the scope of educational policy, these researchers each turned to the decisions of state courts and labor relations agencies, which have developed several standards for distinguishing between policy and nonpolicy provisions in order to settle scope-of-bargaining disputes.

One of these standards, the balancing test, guided the researchers' efforts to achieve consistency in the analysis of contracts for policy provisions. The balancing test recognizes that virtually every decision about schools--from budgets and hours of work to curriculum and personnel assignment--affects both teachers' working conditions and school district policies. Under the balancing test, only provisions that lean more heavily toward the development and implementation of educational programs than toward the working conditions of teachers are considered to be policy provisions. These include provisions that establish or dissolve programs, direct the assignment of students, and prescribe criteria for selection, assignment, and retention of personnel. Provisions that set salaries, benefits, leaves, hours of employment, and the like are examples of nonpolicy provisions. Similarly, provisions that establish minimum fairness rights--that is, requirements of notice and guarantees of opportunity to respond to or participate in decisions that affect working conditions--are not considered matters of educational policy.

This new research allows us to present consistent information about the present extent and potential effects of educational policy bargaining in the areas of curriculum, student placement, teacher selection and assignment, teacher evaluation, and professional development.

Curriculum

School boards that seek to direct the work of school districts have an interest in retaining control over curriculum. Yet, unlike most school board members, teachers have a specialized knowledge in curriculum construction and instructional techniques that can inform curriculum decisions. Furthermore, as the "front-line" implementers, teachers quickly discover which methods and materials work with students and which do not. They are faced with a wide variety of individual learning abilities that often indicate the necessity for different instructional strategies in the same classroom. Therefore, teachers argue that they are in a better position to choose methods and materials that will suit the students' (and perhaps their own) needs than are board members or administrators who work outside the classroom.

This difference between board members/administrators and teachers--writ large, a conflict between democratic and professional tenets--has been resolved at the bargaining table. Although Perry and Wildman (1966) found no provisions relating to curriculum and instruction in the 17 substantive agreements they examined in 1963, 36 percent of the agreements that Schnaufer (1967) examined four years later provided for teacher participation in textbook selection or curriculum development. Teachers' interest in bargaining over such participation is also evident from

Thompson and Ziemer's (1975) finding that 75 percent of a nationwide sample of 28 contracts contained provisions that pertained to curriculum issues, such as course content, scope and sequence, committee memberships, or curriculum-related evaluation and change procedures. Likewise, Bickel and Bickel (1979) reported that between 1969 and 1976, Pittsburgh teachers proposed more than 40 provisions that fell into Thompson and Ziemer's curriculum category, although only 4 were actually accepted in whole or in part.

Although this data indicate that teachers were interested in bargaining on issues that affect curriculum, it tells us little else; for the provisions may only have let teachers participate on committees where they could make their concerns and interests known. If so, such provisions resolve matters of minimum fairness, not policy. The critical issue in examining teacher contracts for curriculum policy provisions is whether or not they fix educational policy--that is, whether the decision determines the development and implementation of specific educational programs.

The only available information on the extent to which bargaining over curriculum actually fixed district policy comes from Goldschmidt et al. (1984) and from Bowers (1984). They identify three ways that provisions can affect curriculum policy--by regulating educational program offerings, by regulating instructional methods and materials, and by requiring the employment of certain personnel. Goldschmidt et al. found that 46 percent of the large-district contracts contained at least one of the three kinds of such provisions, while Bowers identified them in 5 percent of the small-district contracts. Only 26 percent of the large-district contracts and none of the small-district contracts contained provisions that mandated development of innovative programs or schedules or required certain classes, such as those for handicapped students. Provisions regulating instructional methods and materials--either by including or excluding certain materials and methods or by guaranteeing teachers the right to select or reject textbooks and teaching methods--appeared in 23 percent of the large-district contracts and none of the small-district contracts. In addition, 18 percent of the large-district contracts and 5 percent of the small-district contracts had provisions that required certain personnel--usually reading or special education teachers--to be employed. Such provisions affect curriculum by ensuring that the specialists' subject would be taught, thus effectively protecting the mandated position and subject area from elimination.

Table 1

Percentage of Contracts with Policy Provisions
Governing Curriculum

Policy Category	Percentage of Contracts with Provision(s) Present	
	Large Districts	Small Districts
Programs Offered	26%	0
Teaching Methods/Materials	23	0
Mandated Personnel	18	5
Total Percentage of Contracts Having Policy Provisions Governing Curriculum	46	5

(Source: Goldschmidt et al., 1984; Bowers, 1984)

Student Placement

Bargaining over the grouping and placement of students has focused primarily on class size, class composition, and placement of disciplined or handicapped students. Class size provisions appeared early. This is not surprising; teachers' concerns about overcrowded classrooms have remained fairly constant for at least two decades and probably longer. In Lortie's 1963 survey, smaller class size was the second most frequent response teachers gave to questions about ways to improve teacher effectiveness

(Lortie, 1975). Two decades later, 46 percent of the teachers surveyed by Louis Harris declared that overcrowded classes were a problem, and 39 percent indicated dissatisfaction with the size of their own classes (Metropolitan Life Survey, 1984).

Other research is consistent with these surveys. Twenty-three percent of the contracts in 1966 analyzed in the AFT study (Schnaufer, 1967) contained provisions that limited class size either without exception or with exceptions that could be appealed to arbitration. Hecker et al. (1969) surveyed 480 Michigan contracts from 1968-69 and found that "enforceable class size or alternatives" appeared in 16 percent of contracts. In 1970, McDonnell and Pascal (1979) found that 20 percent of their national sample of contracts specified class size maximums; by 1975 that portion had grown to 34 percent. A study of early 1970s New York contracts found maximum class size provisions in 15 percent of the contracts ("Comments," 1974), while Eberts and Pierce (1980) reported class size limitations in 50.1 percent of New York contracts by 1976-77. Though negotiations over class size appear increasingly common, it is not yet possible to assess the effects of reported provisions on the educational program because studies prior to Goldschmidt et al. do not clearly or consistently categorize class size provisions.

Table 2

Frequency of One or More Provisions
Governing Student Placement

Policy Variables	Percentage of Contracts with Variable(s) Present *	
	Large Districts	Small Districts
Class Size Limits	43%	7%
All Students	34	7
Handicapped Students	31	0
Other Placement Constraints	38	5
Suspended Students	26	3
Handicapped Students	19	2
Total Percentage of Contracts Having Policy Provisions Governing Student Placement	59	11

*The sum of subcategories exceeds the total because some contracts contain provisions from more than one subcategory. (Source: Goldschmidt et al., 1984, Bowers, 1984)

According to Goldschmidt et al. (1984), class size provisions achieve policy status only when they set absolute limits that cannot be exceeded. Certainly, class size limits affect working conditions, such as the number of pupils to be supervised and papers to be graded, a teacher's classroom management strategy, and possibly even a teacher's evaluation and retention. More importantly, however, absolute limits on size may also affect fundamental decisions on other school policy issues, including staffing level, use of school facilities, and the assignment of teachers and students. Thus, although limiting class size by contract may benefit or protect teachers' working conditions, such a contract provision may also affect education programs adversely, for example, by prohibiting certain large-enrollment classes or making it impractical to provide special small classes. Absolute class size limits appeared in 34 percent of large-district contracts studied by Goldschmidt et al., and 7 percent of the small-district contracts Bowers studied.

Teachers and school boards also have negotiated provisions that determine the maximum size of classes for handicapped students. In 1971, Sosnowsky and Coleman found provisions limiting the size of classes for handicapped students in 34.3 percent of the Michigan contracts they examined. These contracts were negotiated before passage of the Education for All Handicapped Children Act of 1975 (P.L. 94-142). Goldschmidt et al. surveyed contracts six years after the passage of the Act and found similar provisions in 31 percent of their sample contracts. Bowers found no absolute limits in small districts.

According to recent interviews Goldschmidt et al. conducted in six large-enrollment districts (see Chapter IV), class composition is nearly as important to teachers as class size. Without controls on the student "types" assigned to a class, there is no guarantee that the objectives underlying negotiated class size limits (e.g., controlling workload, reducing classroom management problems, and increasing the likelihood of positive evaluations and retention) can be met. Therefore, teachers have negotiated to constrain the placement of certain students in their classes.

The majority of these student placement constraints involve provisions governing a teacher's right to exclude students from class for disciplinary reasons. As with their concern about class size, teachers' concerns about disruptive students span the decades of collective bargaining. Teachers in Lortie's (1975) study complained frequently about disruptive students. Goodlad (1984) found student misbehavior also ranked high as a teacher concern in 1979. Even more recently, 40 percent of the teachers who took part in the Metropolitan Life Survey (1984) ranked lack of discipline as a problem.

School discipline policies are matters of educational policy because they are considered as much a part of the school's educational program and the student's educational experience as the subjects taught and the extracurricular programs offered. Therefore, provisions that *require* suspension of a student who assaults a teacher determine the educational program--or lack thereof--for those students. Ultimately, an arbitrator may decide certain student placement decisions. Provisions that *require* teacher permission before students can be returned to the classroom ultimately permit teachers to establish, on an "ad hoc" basis, the criteria for readmitting students. Twenty-six percent of large-district contracts and 3 percent of small-district contracts contain these provisions (Goldschmidt et al., 1984; Bowers, 1984).

Not all provisions that delineate the treatment of students whose behavior causes them to be removed from class are policy provisions. Teachers have strong personal and professional interests in school district discipline policies because their safety may be threatened by unruly or violent students. Furthermore, the ability of teachers to maintain effective classroom discipline often figures prominently in evaluations of their performance. Therefore, contract provisions that require teachers to be notified of the school's standards of discipline, that permit teachers to comment on or suggest changes in those standards, or that allow teachers to appeal student discipline decisions are minimum fairness provisions and not ones that establish educational policy. For example, a contract provision that permits teachers to exclude temporarily from the classroom a student who poses a danger of physical harm to others is more heavily weighted toward working conditions because it is a matter of safety. Though such a provision would affect the disruptive student's educational program and necessarily is subject to widely differing interpretations of the types of behavior that constitute "danger," the impact on teachers nevertheless outweighs the element of educational policy involved.*

Although teachers have long deemed their participation in making student discipline decisions to be important, a second category of provisions that constrain the mainstreaming of handicapped students reflects a more recent representation of the class composition issue. Regular classroom teachers have legitimate concerns about having handicapped students in their classes. Such placements, as noted earlier, affect workload and classroom management as well as the learning opportunities of handicapped and nonhandicapped students. The concerns of teachers are magnified when several handicapped students or students with different handicapping conditions are assigned to the same class. However, as is the case with provisions regulating student discipline, a decision about the appropriate education of students has been negotiated when the contract fixes criteria for student placement or when the individual teacher's judgment controls student placement decisions. By 1981, such provisions appeared in 19 percent of the large-district contracts Goldschmidt et al. reviewed and in 2 percent of the small-district contracts Bowers examined.

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*Provisions requiring consultation with a teacher before suspended students may be returned to class have not been included as educational policy provisions, although such a prior consultation requirement may well go beyond "minimum fairness" to establish criteria for placement. For example, if a teacher were ill or absent for other reasons, a student placement might not be possible and therefore a student might have to be temporarily "housed" in another class or the principal's office. Provisions requiring prior consultation appear as often as do all other student discipline policy provisions combined.

Teacher Assignment

A district faced with continually changing needs--fluctuations in enrollment, variations in the composition of the student population, revisions of curriculum--must continually search for ways to establish and reestablish effective linkages between its students and its curriculum. For example, it is clear that some teachers are more effective with certain grade levels, students, and subjects. The district has three alternatives: to transfer or reassign teachers in order to effect the best match between curriculum, students, and instructional skills; to hire new teachers who possess requisite skills and release teachers whose skills are no longer necessary or adequate; or to provide appropriate staff development activities to improve teachers' skills. Certainly such matters are closer to the heart of the employer/employee relationship than are the other educational policy provisions.

Because dismissal is a drastic and often difficult step and because staff development is a slow process even where eventually effective, school districts frequently rely on reassignments to effect improvements in instruction. From the outset, teachers have bargained frequently over policy provisions that govern teacher assignment. Seeking to establish teaching conditions that they believe are most effective, most comfortable, or most fair, teachers have bargained provisions in both policy and nonpolicy categories. As with provisions involving student placement and curriculum, provisions in contracts can fix some assignment criteria and thereby preclude the use of others. Thus, provisions can prevent consideration of particular circumstances or of special needs of particular students. On the other hand, teachers and school boards also bargain numerous working condition provisions that establish the minimum fairness rights of teachers to request transfer, apply for vacancies, receive notices of vacancies or impending reassignments, or even appeal a transfer decision. Although such provisions may impose procedural impediments and may slow the process of assigning teachers, they do not determine actual placement and therefore are not matters of educational policy.

Three categories of educational policy provisions related to teacher assignment are listed in Table 3. The first category shows how extensively contracts regulate the selection of teachers to fill vacancies through the establishment of teacher "pools." Teacher pools are usually formed by classifying teachers into four groups: those who have been laid off recently, those who have requested voluntary transfer, those who have been transferred involuntarily, and those who have returned from leave of absence. Eighty-four percent of the districts in the Goldschmidt et al. (1984) study and 49 percent of those in Bowers' (1984) study filled vacancies by examining each pool (in the order specified by the contract) for teachers who meet the requisite criteria--most often seniority in combination with certification. Assigning teachers from prioritized pools with a set of fixed criteria that members of the pools must meet discounts such considerations as teaching experience in the desired subject matter or grade level, special training, and demonstrated effectiveness with particular students.

Policy provisions in the second category restrict the reassignment of teachers within buildings. Such provisions can limit the reasons for reassignments or can prescribe reassignment according to criteria such as certification, seniority, experience, and educational background. In states where regulations would otherwise permit teachers to teach outside their certification areas for at least part of the school day, contract

Table 3

Frequency of One or More Policy Provisions Governing Teacher Assignment, Retention, and Development

Policy Category	Percentage of Contracts with Provision(s) Present	
	Large Districts	Small Districts
Teacher Assignment		
Policies Governing Teacher Selection (Teacher Pools) for Vacancies	84	49
Policies Governing Change in Teacher Assignment within Buildings	59	20
Policies Governing Involuntary Transfer of Teachers between Schools	60	36
Teacher Retention/Dismissal		
Policies Governing Teacher Reduction in Force	68	54
Policies Governing Teacher Evaluation	90	75
Teacher Development (Inservice)	61	33

(Source: Goldschmidt et al., 1984; Bowers, 1984; Gourley, 1985; Painter, 1986) restrictions that require certification prevent such assignments. In addition, contract provisions that specify certain criteria, such as seniority, preclude the consideration of additional criteria, such as the teacher's expertise or performance with students at a particular grade level or in a certain subject area. In 1966, 24 percent of the contracts the AFT surveyed (Schnaufer, 1967) had set specific criteria for intraschool transfers. In 1981, 59 percent of large-district contracts in the Goldschmidt et al. sample had set policies governing such changes in teacher assignments within buildings. Twenty percent of Bowers' sample of small-district contracts also contained such provisions.

A third category involves policy provisions that restrict the involuntary transfer of teachers between schools. Most of the criteria for involuntary transfer parallel those that govern reassignment within buildings. In 1966-67, 24 percent of the contracts the AFT surveyed (Schnaufer, 1967) established seniority as the determining factor in transfer between schools if other qualifications were equal. Goldschmidt et al. (1984) found that 60 percent of large-district contracts they surveyed in 1981 contained provisions restricting the involuntary transfer of teachers between schools, and Bowers (1984) found such provisions in 36 percent of the small-district contracts he reviewed in 1983.*

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*McDonnell and Pascal (1979) reported on three provisions related to transfer in their study of large-district contracts for the years 1970 and 1975, but did not distinguish between intraschool and interschool transfers. They reported provisions granting the teacher the power to refuse transfers outside subject or grade in 21 percent of the contracts in 1970 and 27 percent of the contracts in 1975; provisions set explicit criteria to select involuntary transfers in 19 percent of the contracts in 1970 and 29 percent in 1975; and provisions stated procedures and selection criteria for voluntary transfers in less than 3 percent of the contracts in both years.

Table 3 also gives data related to provisions regarding teacher retention and dismissal. Generally, districts release teachers because positions are eliminated or because a particular teacher shows deficiencies. Teachers and school boards bargain provisions that cover both possibilities. Reduction-in-force (RIF) language addresses the first. Just as P.L. 94-142 undoubtedly sparked increased bargaining over the placement of handicapped students, so declining enrollments appear to have propelled negotiations over RIF. The RIF category includes provisions that limit the conditions under which a school board can effect an RIF, or that set the criteria that determines which teachers are to be laid off or retained. McDonnell and Pascal (1979) found that less than 3 percent of their sample contracts from either 1970 or 1975 contained provisions that specified the reasons for allowing RIF. Following a decade of declining enrollments, 23 percent of the large-district contracts sampled in 1981 in the Goldschmidt et al. (1984) study permitted RIF for specified reasons only. Bowers (1984) found such provisions in 11 percent of small-district contracts he reviewed. Most commonly, these provisions allowed RIF for declining enrollment, financial exigency, and program change or elimination.

Bargaining over the criteria by which teachers are selected for RIF also increased. Whereas McDonnell and Pascal (1979) found these provisions in less than 3 percent of the contracts they reviewed, Eberts and Pierce (1982) reported that 18 percent of the contracts in New York districts had a "seniority clause." They also found that 73 percent of Michigan contracts had seniority as a criterion in staff reduction decisions and 71 percent had certification as a criterion, indicating that some contracts apparently specified a combination of the two as a basis for RIF. In 1981, Goldschmidt et al. (1984) found that 63 percent of the large-district contracts specified criteria for the selection of personnel in a RIF. Bowers (1984) found such provisions in 52 percent of small-district contracts. Overall, 68 percent of large-district contracts contained some provision related to teacher retention/dismissal (Goldschmidt et al., 1984), while 54 percent of small-district contracts did so (Bowers, 1984). These provisions usually prescribe seniority as the sole or the primary criterion for selecting personnel for layoff, or call for the use of seniority after consideration of objective criteria (such as certification) and/or affirmative action. Seniority, then, is the most prevalent criterion regulating personnel retention during RIF, although it is often considered in conjunction with certification and affirmative action.

Evaluation

Direct bargaining over teacher dismissal is often confined to provisions requiring "just cause." Indirectly, however, bargaining over dismissal is often accomplished through negotiations over evaluation. Teacher evaluation, of course, provides not only the formal basis for making decisions to nonrenew or discharge teachers but also the necessary information for making assignment and training decisions.

Decisions concerning teacher evaluation are matters of educational policy because they serve as the basis for other policy decisions on employment, release, assignment, and staff development. Also, when a school district makes decisions about evaluation criteria, procedures, or uses, it defines what constitutes successful implementation of its educational program. Through its system of teacher evaluation, a district articulates goals and objectives by defining standards for competent teaching performance, determining how it will assess the attainment of those standards, and deciding appropriate courses of action to take if performance falls short of expectations. As discussed in Chapter II, teacher evaluation contract provisions may also involve conditions of teacher employment, because teachers attempt to ensure fair treatment through provisions for due process or minimum fairness rights. Bargaining over issues related to evaluation is quite frequent. Gourley (1985) found that in the Goldschmidt et al. (1984) sample of large-district contracts, 90 percent contained some provision covering evaluations, while we found that 75 percent of the small-district contracts in the Bowers (1984) sample did so.

Contract provisions that govern the use of evaluation results also establish educational policy. Where a contract establishes that evaluations are to be used as the basis for personnel decisions, other bases are precluded. Conversely, some contracts stipulate that evaluations are to be used only for the improvement of instruction, thereby precluding the use of evaluations for dismissal decisions. Gourley (1985) discovered that 36 percent of the large-district contracts in the Goldschmidt et al. (1984) sample contained provisions that specified the use of evaluations; we found that 29 percent of the contracts in the Bowers (1984) small-district sample did so.

Contract provisions that mandate the criteria for teacher evaluations meet the definition of educational policy because they establish district standards of teacher competence and performance. Such provisions establish teacher evaluation criteria in one of three ways. First, the contract may prescribe criteria or standards by which performance will be evaluated. Most often the criteria are related to student progress or to the teacher's performance of instructional, supervisory, or advisory duties. Second, the contract may prohibit the use of certain criteria in an evaluation, such as a comparison of students' scores on standardized tests to national norms or the performance of noninstructional duties. Third, contract provisions may specify who will establish the standards of competence or performance--e.g., the teacher or the teacher and the evaluator together. Gourley (1985) found these provisions in 61 percent of large-district contracts surveyed. Twenty-five percent of small-district contracts contained such provisions.

Contracts also set educational policies by establishing the mechanics of the evaluation process. These evaluation mechanics include specifications for the evaluation form, the content and format of the evaluation report (including recommendations for improvement of deficiencies), the selection of the evaluators, the number of evaluations, and the timing and length of evaluation observation periods. These provisions, while recognizing teacher interests in a stable and predictable evaluation procedure, set policy because the adoption of some specific procedures precludes the use of others that may be more appropriate to measuring particular outcomes of interest to school districts.

In their study of 24 districts, Perry and Wildman (1970) indicated that they had found some contract provisions that involved "policy or professional interests," citing two examples that allowed for third-party review of adverse evaluations. Four years later, in his case study of the Philadelphia School District, Perry (1974) found contract provisions that governed rating procedures and evaluation frequency. He recognized these provisions as attempts to "rationalize" and "systematize" teacher evaluation but saw no indication that collective bargaining changed previous school district policies for teacher evaluation. McDonnell and Pascal (1979) reported that the majority of the contracts in 15 field-study sites they visited included provisions that specified the frequency of evaluations and the length and format of classroom observations. They asserted, as had Perry, that contract provisions for teacher evaluation have negligible effects on district policies or practices. They did acknowledge, however, that the building principals reported new constraints on their decision making and a loss of management discretion as results of collective bargaining. Similar limitations on the principals' efforts in the evaluation process were also reported by Johnson (1982), who described the effects of contract provisions that set the frequency of evaluations, specified personnel responsible for evaluations, mandated plans of assistance, and placed limits on the length of classroom observations.

Gourley's (1985) research shows the extensiveness of more recent bargaining over such provisions for teacher evaluation procedures. She found that 47 percent of the large-district contracts determined the form to be used in evaluations; 23 percent of the small-district contracts did so. Less frequently, contracts limited the options from which evaluators could choose when categorizing judgments about teacher performance. This occurred in 19 percent of large-district contracts and 9 percent of small-district contracts.

Contracts that specified who would or would not conduct teacher evaluations, a matter of educational policy that fixes a district's assignment of personnel, occurred even more frequently. Gourley found that 60 percent of large-district contracts, compared to 23 percent of small-district ones, specified some or all of the following: who must conduct evaluations, who may conduct evaluations, who may not conduct evaluations, and what qualifications those conducting the evaluations need.

Gourley also found that some district contracts contained provisions that set evaluation frequency and, slightly less often, provisions that governed the nature of the classroom observations upon which evaluations are based. Altogether, 55 percent of large-district contracts and 41 percent of small-district contracts had provisions that regulated the frequency of evaluation, while in 38 percent of the large-district contracts and in 25 percent of small-district contracts there were provisions that regulated the number or length of observation periods, the date by which observations had to be conducted, or the amount of time between observations. Finally, Gourley's research revealed that some contracts required plans that defined teacher deficiencies and provided suggestions for improvement or specified procedures for developing and instituting such plans. Fifty-five percent of the large-district contracts and 38 percent of the small-district contracts she examined contained requirements for these plans.

Staff Development

Sometimes a district requires skills or knowledge that its currently employed teachers do not possess. Since hiring, releasing, and transferring teachers are gross solutions to what may be fine-grained problems, since these actions may be precluded by lack of job openings or by the contract, a district may choose to provide additional training for its teachers through staff development.

Districts generally provide staff development in three forms: on-site training (inservice) for some or all employees, short-term leaves to attend conferences or workshops, and long-term leaves (sabbaticals) to train at other locations. Primarily, "inservice" refers to district-sponsored programs of a few days' or a few hours' duration, in which the district "teaches the teacher." Until recently, bargaining over inservice apparently was sparse. For example, Perry and Wildman (1966) found no provisions on the structure of inservice in the 17 contracts they examined in 1963-64, and they found only three contracts that addressed salary credit for inservice programs. McDonnell and Pascal (1979) found that less than 3 percent of the contracts in their sample from 1970 and 1975 contained inservice provisions. However, Painter (1986) found that 61 percent of large-district contracts in 1981 and 33 percent of small-district contracts in 1983 contained policy provisions governing inservice.

Contract provisions for inservice can establish educational policy in three ways--by mandating inservice, fixing inservice schedules, and setting inservice topics. Painter (1986) found provisions mandating district inservice offerings for at least some teachers in 34 percent of the Goldschmidt et al. (1984) large-district contract sample and 2 percent of Bowers′ (1984) small-district contract sample. Other contracts contained provisions for maximum rather than minimum amounts of inservice time. Painter also found fixed schedules for inservice training in one-third of large-district contracts and one-fourth of small-district contracts. Finally, she reported that teachers and school boards had negotiated provisions that set topics for inservice or that called for a committee to select topics in 29 percent of large-district contracts. None of the small-district contracts contained this provision.

Such contract provisions limit a district′s efforts to provide teachers with additional training. For example, if times and dates for inservice are fixed in contracts, districts cannot cancel or reschedule inservice sessions to accommodate the availability of instructors and materials, meet implementation time-lines for new curricula, or even accommodate the changing needs of teachers. Inservice provisions that fix both amounts and topics of inservice may have an even stronger combined impact, as demonstrated by the following provision from a Michigan contract:

> There shall be two (2) inservice days for all teachers set forth in the calendar, one of which shall be designated for Human Relations Inservice, and one for General District Inservice.

Elsewhere in the same contract, another provision allows a building′s staff to use the second inservice day for human relations training if it so desires. Within such contractual constraints, it is difficult to imagine that inservice training could be a very significant factor in this district's effort to prepare teachers for implementing new programs or curricula.

A second category of staff development provisions grants teachers short-term leave from regular duties to attend conferences and workshops or to visit and observe other classrooms. Although these provisions are often referred to as "leaves," they involve reassignments to activities other than instructional duties, not absences from duty for reasons of personal exigency. Therefore they are policy decisions. Similarly, policy decisions may be involved when teachers bargain for time away from the classroom, with pay, for professional improvement, for example, to observe other classrooms or to attend professional meetings. When negotiations result in contract provisions that allow short-term leaves to be granted, they do not set policy. However, provisions that mandate granting short-term leaves, that set minimum numbers of days for such leaves, or that specify a funding level for these leaves do establish professional development policy because they determine one of the types of staff development opportunities that must be provided (though the teachers do not have to avail themselves of the opportunity). Painter (1986) found that 10 percent of the large-district contracts and 5 percent of the small-district contracts had such provisions and, additionally, that 14 percent and 4 percent, respectively, had provisions that set criteria for granting or denying short-term leave. These provisions also set policy because they determine which teachers will be assigned to staff development activities.

A final category of negotiations over staff training opportunities--long-term (sabbatical) leaves, generally with reduced salary, that allow teachers extended absences from instructional duty for study, travel, or other professional growth activity--has not been included in our description of educational policy bargaining because courts and agencies have disagreed about whether bargaining over such leaves is mandatory or permissive. Like provisions for short-term leaves, some provisions for extended leaves clearly involve teachers' working conditions in that they protect teachers' job status (e.g., guaranteed employment upon return, seniority, and tenure) when they are away from the job for a long period of time for personal reasons (parenting, military service, or rest). Again, however, the decisions on whether to grant sabbaticals for professional growth, on how to select recipients of sabbaticals, and on what to accept as appropriate training during such extended leaves might also be viewed as defining the qualifications of the continuing instructional workforce. Perry and Wildman (1966) identified sabbatical leave provisions in 9 of the 17 agreements they examined in 1963. More recently, Painter (1986) found that 85 percent of large-district contracts and 52 percent of small-district contracts contained provisions that specified the purpose for sabbaticals, set eligibility criteria, identified those who would select sabbatical reciptients, or guaranteed that teachers could return to their former positions after their leaves.

Conclusion

In states that permit or require collective bargaining between teachers and school boards, the educational policies discussed in this chapter are nearly always permissive rather than mandatory subjects for bargaining. That is, they may be bargained, but need not be. Clearly, bargaining over educational policy has increased, but we do not know much, specifically, about why it has. The conception that teachers want to bargain everything and that management wants to bargain nothing hardly seems adequate. Indeed, though we know little about what teachers propose in negotiations (Bickel and Bickel, 1979), we know even less about what school board negotiators place on the table.

Our lack of knowledge about specific negotiation histories combined with our increasing knowledge of the specific results of educational policy bargaining leave us perplexed. Why, for example, have teachers and school boards agreed to limit so severely the potential of inservice training, or why, likewise, have they limited the potential of evaluation in their bargaining? Perhaps on some matters there is substantial agreement--even prior to negotiations over specific proposals--concerning the importance or even the insignificance of certain categories of policy. It may be that such implicit agreement explains some bargaining results better than does the conception that adversaries disagree and must give and take at the bargaining table. If so, then there may be a teacher/school-board equivalent of the criminal justice system's "plea bargain" that we know nothing about.

Whatever the reasons for bargaining over educational policies, it is clear that in general such bargaining is extensive. Our examination of research indicates that the current practice in many large districts is to bargain over a full range of permissive subjects. The following chapter discusses the practical impact of such bargaining practices on six different school districts.

Chapter IV

Implementation of Contract Provisions

Until recently, one could argue that collective bargaining in public education mattered little except for the gains in salary and working conditions it secured for teachers over the past 25 years. Such an inference is based upon several commentators' conclusions: (1) bargaining over teacher noncompensation issues has leveled off since 1975 (McDonnell and Pascal, 1979); (2) bargaining has only a slight effect, if any, on educational programs (McDonnell and Pascal, 1979; Eberts, 1984); and (3) policy provisions might not be implemented or enforced by the parties to these agreements (Johnson, 1982; Ravitch, 1983; Sykes, 1983). However, we believe that those widely-accepted conclusions are in error. The evidence presented in Chapter III not only indicates that school boards and teacher organizations bargain numerous decisions that affect the development of educational programs but also demonstrates that policy bargaining has not leveled off since 1975.

In this chapter we address the third conclusion above. The traditional literature on policy implementation suggests that slippage between policy and practice is the rule rather than the exception. For example, Johnson (1982, 1984) has concluded from her observations in six schools districts that "there is no certainty that the language once negotiated will be implemented or enforced by teachers" (1982, p. 145). Our conclusion--that negotiated educational policies _are_ implemented--stands in opposition to this view.

Our conclusion that negotiated educational policies _are_ implemented stems from information we gathered during interviews in six school districts. In a previous study (Goldschmidt et al., 1984), we found that districts' negotiated educational policies were implemented, even when their implementation resulted in consequences the parties neither foresaw nor approved. This uniform implementation occurred, we suggest, as a result of several factors. First, negotiated policies are agreements reached by two parties to solve actual problems. Second, those groups directly affected by the negotiated policies monitor implementation and possess the resources to ensure implementation. Third, negotiated policies are written to facilitate implementation. Before addressing in detail the reasons for the implementation of negotiated educational policies, we will describe the interview process and make several general observations.

Interviews

After reading a national sample of 80 collective bargaining agreements and extracting from them the provisions we defined as involving educational policy, we selected six districts for onsite interviews in order to ensure that we had properly identified all contract policy provisions, to pinpoint the important current issues, to seek information about each district's bargaining history, and to determine whether the provisions were implemented. Information on these matters required a search for explanation and grounding that was not retrievable solely from analysis of collective bargaining contracts or even from questionnaires. Our questions required us to take the role of "travelers," a role that, as Driesen (1969) notes, "turns persons into natural investigators applying theory to their own experience in strange surroundings" (p. 4). Thus, the contract analysts became searchers.

We conducted interviews in six large-enrollment districts located in five Eastern and Midwestern states. The primary criterion that guided the selection of interview districts was that the district's collective bargaining agreement had to contain at least six educational policy provisions. Although all six interview districts met the threshold requirement of six negotiated educational policy provisions, they varied on other important dimensions. The districts ranged in size from one of the smallest (15,000 students) in our 80-district sample to one of the largest (225,000 students). They varied in union affiliation (four AFT, one NEA, and one independent), in their bargaining history, and in their demographic and economic characteristics. Although only one district was located in a state that permitted teacher strikes, the teachers in five districts had struck at least twice during their bargaining tenure. Unions and management in all the districts employed specialists to negotiate and administer their contracts.

We visited each district for two or three days and interviewed the superintendent or assistant superintendent and/or the district's labor relations specialist, union negotiators and contract managers, central office administrators, principals, and teachers. Occasionally, though not often, we talked with parents. Only in passing (literally, in hallways) did we chat with students. In all, we interviewed more than 70 people. As travelers, we did not work from a strictly defined line of questioning but let each district's contract serve as the focus for the interviews. We always asked about every policy provision in the contract. We inquired about the reasons for the negotiation of provisions and about implementation, bargaining history, and important current issues. Thus, while some questions were focused, others were open-ended; and respondents were encouraged to pursue topics they chose. One interviewer asked questions about the contract while the other probed for more detail, background, and examples. With one exception, all of the several dozen interviews were tape-recorded.

In the pages that follow we report on what we learned on our trip--what we learned by making an excursion rather than sending written questionnaires. Although we believe we are able, in Driesen's (1969) words, "to report upon some kind of experience that is different from that which is already well known" (p. 4), we also recognize that there was more to see than we saw; and what we saw might have been seen differently by other observers whose viewfinders targeted a different feature of the panorama. As tourists, we did not expect our hosts and hostesses to divulge local secrets or disclose strategic considerations they shielded from one another. It is certainly possible, therefore, that our impressions as visitors are accurate in specifics but misleading in general.

Though our definition of educational policy enabled us to draw distinctions between stronger and weaker contracts simply by counting the number of policies, the communities we visited defined "strength" differently. In one district, teachers defined strength as any provision that recognized teachers-as-professionals. In a second district, with a history of teacher/school board antagonism, "free environment issues" (e.g., nonharrassment of teachers by administration) were central. In a third district, declining enrollment focused teacher and school board attention on certain problems related to contract policy provisions that governed reduction-in-force. Dwindling state resources fixed attention especially on special education programs in a fourth district. A reorganization from junior high schools to middle schools underscored the importance of certain policy and nonpolicy provisions in the fifth district's contract. Finally, in the sixth district, the possibility of new scope-of-bargaining legislation, combined with the duty to bargain over the impact of potential policy changes, was most important. In general, no one divulged much about grand strategies, but the fact that different districts found themselves struggling with different uncertainties indicates the difficulty of pursuing grand strategies to begin with.

Collectively Bargained Educational Policies Are Implemented

On our travels we learned from teachers, administrators, and labor relations representatives that all 90 contract policy provisions in our 6 interview districts were implemented. We also learned that most of the 90 policy provisions about which we inquired were negotiated in response to "horror stories" that resulted from administrative actions, sometimes the action of a single administrator.

In addition to identifying the reasons for negotiating policy provisions and confirming their implementation, respondents often described instances when the implementation of certain provisions resulted in unforeseen consequences. In telling one of these anecdotes, a middle school principal described the contractually specified time period between the beginning of school and the date for making final building enrollment determination. Only after final enrollment totals were available could notice of the year's vacancies and teacher applications for transfer be processed according to the contract's assignment criteria of certification and seniority. The principal questioned the logic of such a system:

> Or why, sometimes, do we assign teachers six weeks after the school year has started? Well, what kind of effective school program can you have? The count [of enrollment] has to come from the third Friday [of the school year], and then you adjust the staffing throughout and then they wait a couple of weeks thereafter. So you could conceivably have a number of substitutes for the first six weeks until a teacher is actually assigned to that classroom. And that teacher could be sitting somewhere else, you know, having a class. . . . How can you justify to a parent [who asks] "How come my kid has had a different teacher every week [during] the first five weeks of school?" There isn't any reason why. Those are the frustrating things. In fact, they're just as frustrating to the teachers.

The principal went on to offer his observations of the impact of negotiated senority/certification assignment policies on administrative work:

> We don't interview any of the people any more for teaching positions, whether they're a para[professional], secretary, or anything. We just get what they send us. . . . I think that if you're going to be responsible for the teaching staff in some way you should have some responsibility, whether you interview two or three people and be able to select from a few. Or, [at least be able to] do something.

Similar frustrations occur at the central office whenever the contract determines "who may stay" and, therefore, "who must go." "Seniority drives me nuts," a curriculum and instruction coordinator confided. Her district had assigned two teachers to the central office to develop and write curriculum packages. Thus, the two teachers lost their building seniority. "They lost it by coming downtown and being contaminated," she said. After two years the coordinator decided that she needed only one writer. The senior teacher, while acceptable, was not considered the better writer. In order to retain the better writer, the coordinator kept both teachers. The coordinator offered the following assessment of the contract: "If we want to look at it fairly, we have not suffered from all of it. We have given away the store, but the store is still open and we still can run a sale now and then. We may not like what's in there; but let me tell you, we don't often do anything but live with it."

In one district with declining enrollment, the district's demonstration school was the first program casualty because, as one central office administrator exclaimed, "Demonstration schools are no damned good if you can't keep your staff." The implementation of the reduction-in-force provision in this district had serious effects on people as well as on programs. The district's seniority/certification bid-and-bump process resulted in 89 percent of the district's teachers being transferred at least once in recent years. Although one teacher who had been transferred seven times in the last ten years called her most recent transfer "the smoothest transition ever," another was hospitalized as a result of stress generated when he was assigned to teach a type of special education class for which he was certified but had never taught. A central office administrator admitted that "if they [teachers] were seeking to be employed where we have some of them presently, they would never have gotten the job."* Principals recalled "the good old days" when they interviewed and hired teachers. With persistent reduction-in-force causing annual transfers of teachers, the principals now referred to themselves as mere "greeters."

While management representatives were clearly concerned with the impact of negotiated seniority/certification assignment policies on programs and personnel, none argued that seniority should not be highly valued. In fact, it is clear that the substantial majority of state laws, as well as large- and small-district contracts, recognize the value of seniority in teacher retention and assignment decisions (Riley, 1984). Nevertheless, the words of one administrator represented the sentiment of many with whom we spoke: "I think you have to address the fact of establishing certain competencies as well as honoring seniority. . . . How do you write in competency, I guess, is my question." (His suggestion was that seniority ought at least be coupled with recent experience teaching within the area of certification.)

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*The contract specified that the district would lay off teachers according to seniority (first priority) and state certification areas, both major and minor (second priority). According to interviews, this provision was implemented to ensure that the least senior teachers in the district were laid off. The most senior teacher in the district, certified in more than one teaching area, might be bumped by a less senior teacher who was certified in only one area. The senior teacher, bumped from his or her major area of certification, would then bump a less senior teacher in the area of minor certification. Therefore, a twelve-year science teacher might bump a twenty-five year science teacher (certified both in science and drivers' education) who would then bump the eleven-year drivers' education teacher. In theory, the loss of a single teaching position might mean every teacher in the district would change assignment.

Teacher representatives, too, were clear about the importance of using seniority as the primary criterion in teacher assignment decisions. From their perspective, management determined the quality of instructional personnel by its hiring decisions and, if necessary, its dismissal actions. Therefore, employed teachers must be considered competent; and assignments, including retention during a reduction-in-force, should be based on seniority.

Not every district suffers from drastic enrollment declines, and certainly not all unforeseen difficulties spring from the application of negotiated seniority provisions. For instance, in one district, a set of provisions that established the criteria for selection of teachers for summer school assignment carried serious program implications. The provisions were designed to spread summer teaching opportunities among the district teaching staff.* The contract, with its insistence that teachers be given an opportunity to work at least two consecutive summers, even recognized the need for continuity.

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*Priorities for summer assignment were as follows:

a. teachers who had completed the first year of a summer assignment would have first priority for the next summer's assignment;

b. teachers who had applied the previous year and had not been assigned would have second priority;

c. any other teachers who were qualified but who had not applied in the previous year, or those who had applied and were accepted but had refused the position, had third priority; and

d. several other rankings, including (as fifth priority) administrators who applied for summer teaching positions.

However, a little continuity may not be enough, as we were informed by the principal of one school. This school, with the most problematic students in the district, was also one to which people pointed with pride. As the director of special education said: "Some of the students who are there--it's their last step . . . [to prevent them from going into] penal institutions. It's an excellent program. It's been a model, not only across the state, but nationally." Model or not, enforcing what seemed to be reasonable priorities for summer employment resulted first in a serious disruption of the school's summer program and in the following year led to its cessation.

Two years prior to our visit, the administration and teacher organization agreed that 50 percent of the summer slots could be filled with regular teachers from the school. The school's principal recalled the results: "So we ran summer school with the 50 percent, and it was okay. It wasn't the best--there were a lot of problems that had to be dealt with--but it was manageable." The following year the union did not agree to waive the contract specifications on priorities for this summer school's positions. The principal explained the problems this presented:

> So there was no purpose in running an educational treatment program again where the kids have to go through six weeks of anxiety about developing new relationships, asking [about teachers] "Who do I trust?" and "Who don't I trust?"

The director of special education described the end result:

> So this [past] year we couldn't do anything else. We just closed the school. Now the kids need the program, but we just closed it and said, "We won't have that!" It's a potentially dangerous situation. It would be worse to keep it open, have it stocked with teachers who have absolutely no desire and no training to work with severely emotionally disturbed adolescents. So we closed the school.

Who had anticipated such consequences for this special school from a series of educational policy provisions designed simply to ensure that all teachers who volunteered would have an equal opportunity for summer employment within their area of certification? So far as we were able to ascertain, no one had anticipated them.

In another community, consequences for students were probably less serious. As part of the effort to comply with the requirements of P.L. 94-142 for mainstreaming handicapped children, the district and the teacher association negotiated policies regulating special education student placement. Among other mainstreaming provisions, the parties agreed that under certain circumstances entire special education classes might be placed into regular classes for a portion of the day. Another policy provision imposed restrictions on the assignment of special education teachers during the time their classes were mainstreamed by providing that they could not be assigned to teach regular classes.

In this manner, special education teachers were protected from arbitrary assignments during the time their students were mainstreamed. Contract negotiators had not foreseen the embarrassment of union officials, the irritation of administrators, or the anger of regular education teachers that resulted when some special education teachers, relieved of class responsibilities, chose to spend this time in the faculty coffee room. In fact, the combination of the mainstreaming and teacher assignment policy provisions effectively resulted in doubling some special education teachers' preparation time while the class sizes of regular teachers increased.

Yet, the reaction of teachers and union and district representatives is enlightening. In response to interviewers' questions, no one suggested that the two policy provisions should not be read together to reach the unintended results. No one suggested that the policies should not be implemented so that special education teachers could be assigned to instructional duties. Rather, the problem was seen as an issue for future negotiations; for the life of the current contract special education teachers, prudently or not, continued to reap their unanticipated harvest of time.

A second example of what people decided to do in order to ensure implementation and delimit future changes as well is provided from our travels to another school district. In this district, management proposed to change the school organization by creating middle schools, thereby reorganizing the school grade configuration from K-6, 7-9, and 10-12 to K-5, 6-8, and 9-12. The union opposed this change, alleging a contract violation, for middle schools were not mentioned in the contract. A principal described the underlying basis for the union's resistance to this organizational change: "It would mean closing about ten elementary schools, so the . . . teachers' union would be against it because you have the resistance of teachers moving from elementary schools." According to this principal, the union devised a strategy to prevent the change:

> They did not allow the teachers to participate in any inservice or any kind of staff development that would have any connotation of middle school because their interpretation was that we [the administration] were intending to violate the contract. And so the whole thing came to a screeching halt because the union's posture was "No, you cannot get into a middle school organizational structure and you can't try teaming. You can't do any of these things because, in essence, if you do you're in violation of your contract because there's no middle school written into the contract."

The principal explained that the administrators' union also opposed the reorganization because it meant closing ten elementary schools (with a reduction in administrative positions) and that various parent groups opposed the change because many sixth-grade students would have to travel farther to the middle schools than to the neighborhood elementary school.

The Reasons Contracts Are Implemented

In our travels to the six metropolitan districts we not only learned that negotiated educational policies are uniformly implemented, but we also learned something about the reasons for their implementation.

Contracts Are Agreements Reached by Two Parties to Solve Problems

It is important to note that contracts are agreements. Numerous scholars have suggested that it is easier for people to agree about what is unacceptable than about what is acceptable (Moore, 1972; Nettler, 1976). A collective bargaining agreement between a teacher organization and a school board is an agreement about matters over which the parties *can* agree. Too substantial a debate or too great a latitude for disagreement might prevent any agreement at all. Yet the parties manage to agree on some matters and thereby increase the likelihood that their agreements on those provisions will be implemented. Therefore, teachers are likely to be committed to the positions their organization takes and negotiates on their behalf (Sherif and Hoveland, 1961; Sherif and Sherif, 1967). Even moderate deviations from the negotiated agreement (or suggestions for deviation) tend to be viewed as unacceptable. Finally, there is research supporting the idea that in the absence of a strong concern about achievement of their own individual goals, group members often are willing to sacrifice in order to achieve the goals held by groups to which they belong (Asch, 1952; Sherif and Hoveland, 1961).

Negotiated educational policies not only reflect agreement between parties; they are agreements to solve problems. One school board negotiator we talked to expressed it this way:

> I think when you look at a contract . . . things just don't pop up out of thin air. There has to be some cause, whether a large cause or a small cause, or whatever. These things

> come up because of something that happened somewhere along the line.

Another school board negotiator put the matter more succinctly when he said, "The horror stories that happen out there end up in the contract." More pithy was a union negotiator who said that the contract protects teachers against "incompetent administrators who are jerks." Negotiated policy language most often stems from union-initiated efforts to protect teachers from things that have happened: inappropriate assignments of students to teachers, the mismanagement of disruptive or violent students, inappropriate but required teaching methods or materials, arbitrary evaluations, inappropriate teacher assignment, and loss of jobs.

Teachers in our interview districts were particularly clear about the reasons why they had sought policy language that limited administrative discretion regarding the assignment of students. According to the teachers, they responded to administrative decisions that had resulted in the assignment of too many students, too many students of a certain kind, or too wide a variety of students. For example, one teacher, who had a good reputation for classroom control, was assigned more students than other teachers--more students than she could handle. A teacher organization negotiator described the course of events:

> I didn't get wind of the situation because the teacher was an older teacher. . . . [Her attitude and that of the principal was], "But hey, we're strong and we'll take care of our problems in-house." The problem never got out of the classroom or out of the building until it was just to the point where the teacher was up the wall that the principal was recommending [the teacher be fired]. . . . Now we got that straightened out as soon as we got wind of what was going on and had full cooperation downtown on it.

Such cooperation from "downtown" can be fully expected in the future. The contract in this district now includes an absolute class size provision (policy) and two discipline provisions (policy) that allow teachers to remove unruly students from class, that specify that the return of students to classroom must be guided by teacher recommendations, and that require that programs of special instruction be available for disruptive students who cannot be returned to regular classes. In addition, the contract includes three student assignment appeals processes. Teachers may apply to faculty building committees and then to the district class-size committee for relief if the "nature of class composition constitutes an overload." Further, in the case of handicapped or exceptional children, if a teacher believes that an inappropriate placement has been made, he or she may have an immediate review of the placement by a mainstreaming evaluation team. If the teacher remains dissatisfied with these reviews, a final review may be required immediately from the district's child-study department. In all, it appears that the teacher organization's negotiator is correct in his assessment of the situation: "I don't think that [the overloading of a teacher] would happen as frequently now as it would in the past because the administrators are aware that they have some obligations and that there are district-wide methods the teacher can use to get results."

In another district, an experienced special education teacher recounted a similar story. She reported that, in the past, her classes contained some severely emotionally disturbed youngsters, along with students who were legally blind and legally deaf. As she described it:

> It took a long time before we convinced everybody at the board that we were doing a good job and that we needed some special help. And, not always did we have a principal that would back us up on some of the needs. . . . I [remember] one child [assigned to her]. . . . When the principal walked in [to inform her of the assignment] he said, "He's going to be here temporarily." The child stayed for two years. Not until the sixth grade was the child placed in a class for the emotionally disturbed. It turned out that the child had lead poisoning. This was a little boy who would come at you with scissors. He reminded me, it seemed he was a caterpillar who was trying to moult--just come out of his skin or something.

The same teacher told of another child improperly placed in her class from September to March. Only after she arranged a test at the local university´s medical school was the child moved from her class for the emotionally disturbed and placed in a learning disabilities class. In these two cases, both the students and the teacher needed to be safeguarded against inappropriate placement.

The district´s contract now includes such protections by specifying policies that govern the placement of special children. The contract also includes an appeal process that defines when a teacher may initiate a student reassignment and makes it possible for teachers to retain a student in a class. As another teacher sitting in on the conversation noted, "It can happen in reverse." She told of a child in her developmentally handicapped class, who, after testing by a school psychologist, was to be moved into a regular class. In her professional judgment, the student would not succeed in a regular class so she threatened to invoke the appeals process. The student was retested and remained in her class.

While we found that most collectively bargained policies were negotiated in response to teacher concerns for protection against faulty administrative judgments, other provisions resulted from mutual labor/management recognition of the need to develop agreements on emerging problems. For instance, in one district, teacher organization and management representatives agreed on the necessity for a coherent response to the demands of P.L. 94-142. A teacher organization representative explained why the union had to address the problem:

> The law was so overwhelming and I´m sure that this school system wasn´t unique in its response. It was just a major task to respond and try to implement the law. So much of what happened was very chaotic. The very prime example is mainstreaming. Now, every school in this system was doing something different. There was no really systematic policy; there was no direction. We had regular teachers just

rebelling; it was a mess.

At the same time, district personnel recognized the importance of discussing the impact of P.L. 94-142, particularly its mainstreaming requirements, on the educational program and personnel. A teacher union officer reflected:

> Up until 1975 philosophically we thought we were on good sound grounds in isolating children with special problems with special teachers and special materials in self-contained classrooms. . . . P.L. 94-142 said we were wrong. So they've reversed the trend of the previous 10 years. We went through some growing pains that I think established a battle field within individual buildings between . . . [regular] and vocational teachers and the special educators. There was a war going on when it came to staff reductions because vocational and special [education teachers] were special-funded. . . . Those people were never displaced.

Collectively Bargained Educational Policies Are Monitored Effectively.

Effective monitoring is a second factor that explains the uniform implementation of collectively bargained educational policies. These policies are monitored effectively because the teachers and administrators most directly affected by contract provisions perform the monitoring function. We found that regardless of their views on collective bargaining and the agreements negotiated as a part of the collective bargaining process, teachers and administrators knew about their contracts and were willing to discuss them. Some were particularly well informed because they had been directly involved in contract negotiations and/or administration. After a dozen years of bargaining, the number of former teacher negotiation committee members and building representatives is substantial even in a district with only 35 or 40 schools. Although other teachers did not have the indepth knowledge that results from this kind of formal participation in the labor relations process, they knew a great deal, particularly about things that concerned them. We were impressed by the variety of ways teachers who were not involved in negotiations or grievance processing found out about the contents of their contracts. The most obvious means, reading, may not have been the most important.

Many teachers learn about their contracts when they file a grievance. Others learn when the union involves them in a grievance it files on behalf of a class of teachers or for all teachers. Certainly most of the teachers in one of our interview districts must have been familiar with a contract provision that required the district to involve them in the development of innovative programs, provide adequate bargaining in preparation for curriculum changes, and pay teachers for this training time. Teachers probably were familiar with this contract provision because the union filed a grievance alleging that the district did not meet those requirements when it made a curriculum change. And, as part of its remedy, the union sought additional compensation for teachers. To establish the amount of compensation the union asked all teachers to log the additional time they had worked as a result of the curriculum change.

In another district, some teachers found out about their contract's student placement appeals process when they attended--as did we--one session during a teacher inservice day where a teacher organization representative explained the process, gave examples of documentation and evidence, and answered questions. In another district, a local attorney gave an inservice day presentation, "Classrooms and Courtrooms," which took up the educators' legal rights and duties, some of which were addressed in the district's collective bargaining agreement. Also in this district, the contract established teacher inservice policies and program options as well as an inservice governing board composed of five teachers and four administrators. All teachers with whom we spoke were aware of their contractually determined inservice options.

Clearly, the likelihood of implementation is increased when large numbers of teachers are knowledgeable about the contents of their contracts. However, regardless of the individual teacher's depth of understanding, the implementation of negotiated policy provisions will be monitored effectively because, at least in our interview districts, teachers pay one or more professionals to respond to teacher complaints and to ensure management compliance with the contract.

Collectively Bargained Educational Policies Are Clearly Written and Easily Enforced.

In addition to being effectively monitored since they are intended to solve particular problems in the employer/employee relationship, collectively bargained educational policies are written to facilitate enforcement. Unlike traditional expressions of school board policy that often describe outcomes in idealistic terms, the language of collective bargaining agreements both delineates and delimits behavior. And, just as unambiguous language increases the likelihood of implementation, so too does the availability of an enforcement mechanism or a grievance procedure through which teachers can hold management accountable to the terms of the contract.

Normally, the school board is understood to be the final arbitrator of the intent of traditionally expressed policy (Zeigler and Jennings, 1974), though citizens have the right to seek judicial relief in these matters if they wish. However, courts afford boards of education substantial deference in the interpretation of their own policies. Furthermore, the judicial process is often cumbersome, expensive, and time-consuming. In contrast, disputes over the intent of collectively bargained policies are usually resolved by provisions requiring binding arbitration. Such provisions were included in 79 percent of the large-district contracts Goldschmidt et al. (1984) studied and in 73 percent of the small-district contracts Bowers (1984) surveyed. Arbitrators, unlike the courts, do not defer to the school board's interpretation of contract policy language; and, in comparison with the courts, arbitration is informal, inexpensive, and swift. These differences between the arbitral and judicial forums are important because where enforcement mechanisms are readily available, they are more likely to be used to assure consistency between a policy's intent and its implementation (Mazmanian and Sabatier, 1981). For instance, in one interview district with an enrollment of 22,000 students, 104 grievances were reportedly taken to arbitration during a recent school year.

Conclusion

As travelers we snapped no pictures, so a slide presentation is not possible; instead, there are only the transcript gleanings offered above. The statements of the teachers and administrators who described implementation contradict the traditional understanding that policies are not implemented with precision. Perhaps many other sorts of policies are not. Perhaps, indeed, a picture or two would be worth a thousand words--one, tinted with blush when an administrator told of unknowingly committing a contract violation for which he had been called on the carpet; or another of a principal, with her smile highlighted, who had asked one of her teachers to file a grievance against unsafe building conditions because such channels were more swift and effective than normal administrative ones.

Upon our return, and after the beer-and-peanuts salute to a safe journey and the initial recounting of impressions, we made a final side trip to the office of a policy scientist across campus. There, steeped in the literature of policy slippage, we told of our journey. "Were the participants in the negotiations local?" the policy scientist asked. "Did they know the particular situation?" "Yes," we answered. "Were the contracts binding? Did we have the force of law?" Again, we answered in the affirmative. "Well," he said, "then they would be implemented." "Aren't you surprised," we asked, "that they were uniformly implemented, even in the face of some very difficult circumstances?"

"No."

Both journeys were instructive. Since our travels and interviews convinced us that educational policies bargained between teacher organizations and school boards are implemented, we have rejected previous arguments that collective bargaining makes no educational impact. Having accepted the fact that implementation of the contract provisions we had analyzed did occur, we set about to analyze the impact of bargaining on school districts and on the teachers employed by those districts.

Chapter V

The Impact of Collective Bargaining

Previous research has examined the effects of collective bargaining on governance, school organizations, and the economic well-being of teachers. Questions about the relationship between collective bargaining and school governance have centered on who should govern, who is governing, and who has power. Questions about the impact of bargaining on school organizations have centered on issues of internal power and control and on the changed relationships between the superintendent and the school board, the superintendent and principals, and the principal and teachers. The impact of bargaining on teachers has been discussed in terms of both its effects on teacher organizations (e.g., union membership increases, organizational power in political forums) and its effects on individual teachers (e.g., salaries and fringe benefits, hours of work, job security).

What is missing from the portfolio of collective bargaining research are studies directed by the question, What are the consequences of collective bargaining outcomes for the students' educational experience? This question shifts attention away from bargaining's relationship to the self-interests of employees and the survival interests of both school and union organizations to its relationship to the ability of both schools and teachers to serve students. Taking this perspective--that contracts should be examined for their effects on the opportunities offered to students--we have focused on the aspect of bargaining that is most likely to affect the educational program: educational policy provisions.

From our vantage point, it is clear that whether driven by self-interest or by professional interests, teachers use unionization and collective bargaining not only to improve compensation but also to increase their control over their work. Consequently, some contract provisions have reduced the prerogatives and the excesses of poor administrators. Simultaneously, they have reduced the prerogatives of good administrators--those for whom flexibility is a tool to enhance education and working conditions as well. The overall effect is to reduce adaptability in individual schools and in the school district organization as a whole. Not only is the flexibility of administrators reduced, but the flexibility of individual teachers may be reduced as well, a result antithetical to the definition of professional work.

This reduction in both organizational and individual adaptability is particularly relevant in view of simultaneous pressures from several sources: from the federal government, which has proposed programs that would offer parents tax credits and vouchers that would give them more freedom in choosing appropriate schooling for their children; from state departments of education that seek to standardize school operations and curriculum and require administrators to increase direct supervision and evaluation of teachers; and from leaders of teacher organizations that strive to professionalize the teaching occupation. These pressures conflict. For example, the dual encouragements for teacher professionalism and administrative leadership differ in the degree of autonomy each accords teachers. As teachers seek to exercise greater control over their work (professionalization) through their union, state departments of education increasingly specify the knowledge and skills that should be imparted to students. Yet, all the while, the federal government fosters diversity by supporting independent and private schools.

At the same time increasing flexibility is necessary to function under the pressures exerted by external sources, we suggest that collective bargaining has reduced school adaptability. It separates the conditions that foster excellence from the conditions that foster equity; it maintains the distance between performance and consequence. It is likely that both these conditions are endemic in public organizations and that the effect of bargaining is to institutionalize them.

Collective Bargaining and School District Adaptability

Collective bargaining agreements not only specify *what* must be done, but they also often dictate *how* things will be done, and they frequently influence *who* shall manage the process of implementation. The resulting organizational centralization and administrative specialization, necessary and logical for maintenance of a stable relationship between school boards and teacher organizations, may not be so well suited to maintaining a harmonious relationship with communities whose interests are not always patterned, consistent, or even clearly articulated. When negotiators fix educational policy choices for the term of an agreement, they void or minimize traditionally available opportunities to exercise alternative professional or political judgment. This reduction in autonomous behavior has a potentially significant impact on the organization of schools.

For example, when school districts and organized teachers negotiate criteria for staff selection, assignment, evaluation, continued training, and transfers; when they establish processes for student assignment and discipline; and when they employ specialists to manage the contract and ensure compliance with its mandates, the discretion of the school administrator closest to the operation of each school building is sharply reduced. Indeed, where contracts establish criteria for selection, assignment, or reassignment of teachers, principals may no longer influence staffing. One principal we spoke to described the situation this way:

> We have absolutely no input whatsoever. Teachers, aides,

> secretaries, anybody--[I] just go down the seniority list [and say] "Hey, you go there, and you go there, and you go there."

A principal's influence on staffing also is diminished when reduction-in-force (RIF) provisions are combined with provisions restricting teacher and student assignment. School administrators are expected to exercise discretion in selecting and assigning teachers to students. Yet, in declining enrollment districts, RIF provisions often specify that teachers must be assigned to a school because they are in a priority teacher-selection pool, and not because they reflect the values of the neighborhood or the ethos of a particular school, or because they will be the most effective teachers for certain students. Thus, as school boards and teacher organizations negotiate for entire districts, and as uniformity replaces diversity, one of the building principal's functions--to shape and manage the political and social environment of the neighborhood school--is constricted.

Taken together, the effect of centralization and specialization is to fix administrative behavior. In the same way that a contractually mandated curriculum establishes a necessary minimum offering, the legal requirement to comply with provisions of a contract dictates some of what administrators must do and cannot do. As a result, both the organizational structure and the work roles and responsibilities of individuals within the organization change to accommodate the special practices and processes inherent in collective bargaining. The resulting loss of adaptive capacity would provide no cause for concern if lay and professional communities remained stable, their members' hopes and visions secure, and their problems consistent. Under those conditions, policy bargaining that establishes an order of primacy among district policies and fixes that order for a time might be reasonable or even desirable if certainty existed about effective educational processes. Yet, none of these factors remain constant.

That some everyday problems may result from inflexibility and centralization has been indicated. That there are issues of even greater magnitude yet to be confronted is suggested by a cursory comparison of the results of extensive bargaining with some of the conclusions from effective schools research. For example, in their review of the effective schools literature, Purkey and Smith (1982) describe nine "key" organizational and structural variables found in effective schools. These variables include: school-site management, leadership, staff stability, curriculum articulation and organization, staff development, parental involvement and support, school-wide recognition of academic success, maximized learning time, and district support. Collective bargaining agreements commonly include both policy and nonpolicy provisions that fix district practices in most of these areas.

Specifically, though building staff stability may be necessary to the maintenance and promotion of a school's success, in school districts with declining enrollments and/or depleted financial resources, the collectively bargained educational policy provisions governing teacher placement may forestall a district's effort to achieve such stability. In one of the districts we visited, 89 percent of the teachers had been transferred at least once in the last few years because of declining enrollment. At the outset of the 1982-83 school year, 24 of the teachers at one of the junior high schools were new to the building; at one of the elementary schools, only 3 teachers remained from the previous year.

When implementation of an RIF provision results in teachers experienced in particular subjects or grade levels being reassigned to teach subjects or grade levels in which they hold dual certification but are inexperienced, such a reassignment conflicts with the expectation that teachers will have substantial training and experience in support of their teaching assignments. It is ironic that such results occur at a time when the National Commission on Excellence in Education (1983) calls for better preparation and a more current knowledge base for public school teachers.

Linked to policy provisions that preclude staff stability are other provisions that may limit a district's capacity to tailor new programs of staff development or modify existing ones. Consider Purkey and Smith's (1982) suggestion that "in order to influence an entire school the staff development should be school-wide rather than specific to individual teachers" (pp. 38-39). However, any incremental, long-range staff development program may be difficult for many districts to institute because teachers and school boards have already bargained policy in this area. Contracts in 27 percent of our sample specified the content of inservice programs, and contracts in 24 percent limited the number of inservice programs or set the schedule for required inservice programs. Staff stability and development are but two of the areas where decisions negotiated between school boards and teacher organizations have begun either to fix or narrow a district's capacity to adapt its programs to the recommendations derived from research on instructionally effective schools.

Slightly more than a decade ago, when collective bargaining in education was just beginning in many states, Tyack (1974) described it as a "powerful new alignment of forces . . . comparable in potential impact to the centralization of control in small boards and powerful superintendents at the turn of the century" (p. 288). We concur with Tyack. Our findings indicate that teachers exercise great influence in the development of educational policy. We have concluded also that the change in governance necessitated by the introduction of collective bargaining has affected the organization and administration of schools and the educational programs and opportunities available to students. These impacts, in turn, have reduced the adaptive capacity of school districts.

Impact of Collective Bargaining on Teachers

If organized teachers have indeed begun to articulate certain preferences and judgments about matters of consequence for school governance, school organization and administration, and educational programs for students, do teacher negotiations indicate anything about how teachers view themselves? If, because they are professionals, teachers should be granted special access to district educational policy decision making, what have they negotiated that defines their "professional interest" and how have those negotiations affected them? Further, if organized teachers have negotiated particular positions on educational policy matters, what is the likelihood that such negotiations have contributed to the increased effectiveness of educational programs for students?

We begin our discussion of the impact of collective bargaining on teachers themselves with statements of caution. First, we note that while the argument is made that the professional status of teachers entitles them to claim special standing in the public education decision-making arena, "teacher professionalism" is simultaneously an evolving concept. Uncertainty abounds.

Not only do national teacher organizations disagree with each other on many matters, local teacher organizations disagree with their national organizations, and individual teachers may disagree with their local association. Thus, for example, there is diversity on even as central an issue as teacher evaluation: the evaluation criteria, assignment of responsibility for conducting evaluations, evaluation frequency. Amidst the national ebb and flow of pressures and change in public education--always accompanied by local eddies--an expectation of substantial clarity and agreement on the meaning of professionalism may be unreasonable.

Second, the very nature of our primary data--collective bargaining agreements--may skew our analysis. Collective bargaining provides a forum for teachers and school boards to negotiate over wages, hours, and conditions of employment; and inevitably the majority of decisions reached through this process relate to matters concerning the teacher's position as an employee. Nonetheless, even as they bargain over compensation and conditions of employment, we believe that certain particular teacher interests can be inferred.

Bargaining over Compensation

As we examined salary schedules, the differences between teachers and others who lay claim to the title "professional" became apparent. Professionals are people whose employment depends upon completion of a particular educational program and who must be licensed. They also have some latitude in controlling their own hours, working conditions, and even their salaries, depending on their special training and experience. For example, medical doctors or architects may decrease or increase the amount of their work in order to limit the demand on their time or enlarge their incomes, or they may recover the costs of learning specialized skills by charging higher fees for services. In addition, groups of professionals often exercise a substantial degree of control over entry into their profession and act to maintain discipline among members.

By comparison, teachers may not appear very "professional." They appear to have little individual control over their compensation unless they move from one district to another, unless they take on extra duty assignments, or unless they continue their education by taking evening or summer courses. These three "exceptions" do indicate that teachers (as others) may be able to earn more by performing extra duties. With the exception of part-time teaching positions, there are few, if any, ways to earn a bit less. Significantly, too, there are few benefits from specialization. For instance, while over 60 percent of Michigan contracts Sosnowsky and Coleman (1971) reviewed provided salary increments for special education teachers, only 38 percent of the contracts from 1981-82 reviewed by Goldschmidt et al. (1984) provided such increments. Finally, practicing teachers do not exercise great control over entry into the profession and seldom act in any formal manner to discipline current members.

All this leads us to make two observations. First, public school teachers may appear to be more like "employees" than "professionals" precisely because it is impossible to be a public school teacher without being an employee. Not all of the archetypal professionals are self-employed, however; and when they are not, they may appear no more or less "professional" than teachers. Thus, when medical doctors or architects are publicly employed and salaried, they do not exercise any special degree of control over their compensation, over their hours, or over the hiring of similarly credentialed professionals who may apply for a position in their agency. Altogether, teachers appear to have less control over their compensation than do self-employed professionals but perhaps nearly the same amount of control as do other publicly employed professionals.

Second, some perspective may be in order. At about the same time that the Flexner Report (1910) described the shambles of American and Canadian medical education and practice, the nation's public school teachers were granted or denied certification by local school boards, were hired or fired at will, and were paid according to individual circumstances, sex, or the school board's whim. The issue is not whether medical doctors have since become "professional" while teachers are still "professionalizing," though that very concern appears to dominate much of the literature on teaching-as-profession. What now is true differs vastly from what once was true. Clearly, in bargaining salary schedules, teachers have affirmed the value of experience and have accepted few restraints on their choices in matters of continuing education. Further, their negotiations over compensation for voluntary extra duty have protected their exercise of individual judgment over the other matters most central to differences in compensation.

Bargaining over Conditions of Employment

In bargaining over hours and conditions of employment, teachers protected themselves against unreasonable actions of superordinates, bargained limits to their on-the-job time, negotiated mechanisms for participation in workplace decisions, and occasionally specified something about the work roles of paraprofessionals and administrators. In all of these efforts, teachers have confirmed Lortie's (1975) observation of a decade ago:

> The assertions of teachers have not emphasized their "positive" collegial powers, but they have increased their "negative" powers. They have, in short, been able to achieve structural changes which reduce the power of superordinates by restricting the capacity of officials to affect the personal goals of teachers. Teachers have not pressed to reorder the hierarchy in which they find themselves: at least publicly, their associations continue to honor the idea of citizen control over schools. (Only in isolated instances have they attempted to replace administrative powers with teacher groupings.) Although the pyramid of authority in today's school looks much like that found a century ago, the powers of those in superordinate positions have been somewhat reduced. (p. 6)

However, in the midst of nearly universal statements about the times for work and the amount of it, and of many statements that assign responsibilities for work, it may be noted that negotiated statements about the specific nature of the teaching enterprise itself are nearly absent. Collective bargaining agreements convey only the most general of notions concerning teacher work: teachers prepare (preparation periods); they meet with parents (meeting days/times); they often face difficulties with particular students (student placement appeals processes). Indeed, except for references to special programs or special students, contract language seldom specifies anything about what teachers do when they teach.

One way for us to suggest what teachers have accomplished in bargaining over hours and conditions of employment is to indicate that they have succeeded in addressing what Corwin (1970) called "thousands of inauspicious daily episodes of conflict which have taken place as a routine part of the public school scene across the country for many years and which finally rise to the surface" (p. 5). In the same way we earlier suggested that teachers--on their own terms--have gained considerable influence over their rate of compensation, we may also conclude that even in "thin" contracts from small districts, numerous expectations have been clarified. Most of these clarifications established teachers' minimum fairness rights to hear and to be heard. Certainly, there is no reason to believe that democratic practices and protections are less important in schools than elsewhere. Without them, as any number of "horror stories" affirm, teachers are as vulnerable to the impersonal forces of bureaucratic separation and specialization or of administrative caprice as any other group of employees.

As we discussed in Chapter II, negotiated agreements are very likely to contain one or more of the status quo provisions--duty to bargain, agreement has precedence, subcontracting limited, maintenance of standards--whose impacts range from requiring negotiation of any change that influences employment conditions to incorporating all board policies into the contract and thereby subjecting them to the grievance procedure. Thus, most written agreements cover much more of the working life of teachers than even the most careful analysis of the contract itself can convey. In our own local school district, for example, though the collective bargaining agreement itself is 42 pages in length, the board policies and administrative rules manuals exceed 500 pages.

When the sum of bargaining over specifically negotiated working conditions is considered in combination with provisions that fix already existing conditions of employment, it seems clear that organized teachers bargained specific language to resolve matters that have problematic histories. Then, protected against certain recurring horror stories, they bargained status quo provisions to stabilize other acceptable conditions of employment. Certainly, the overwhelming impression this gives--"If it ain't broke, don't fix it"--substantiates Lortie's (1975) suggestion that continuity is an important value among teachers. If this conception of teacher interests is accurate, it simply shows them to be much like any other established group--reasonably comfortable with what works and what is familiar.

Though much that organized teachers bargain by way of workplace rules does not appear to convey anything special about the interests of teachers-as-professionals, there is an area of exception. In many nonpolicy provisions (as well as some policy provisions discussed below), teachers negotiate the right to voice their judgments both collectively and individually, to have their judgments considered, and often to appeal decisions that do not conform to their original recommendations. The reasonableness of teachers' desire for participation in a variety of decisions about district curriculum, introduction of innovative programs, student discipline, and the like should not obscure the point that formal structures for employee participation in such fundamental decisions about the very nature of the enterprise itself are not normally included in collective bargaining agreements with other groups of employees.

All districts have committees, and we doubt the existence of a single teacher with five years' experience who hasn't made at least 972 jokes about committee service. However, committees mandated in collective bargaining agreements serve to underscore the obvious in universal practice. They recognize explicitly the necessity for teacher participation. Furthermore, they guarantee teacher access to whatever information is required to conduct deliberations and reach conclusions (Brodie and Williams, 1983). Though recommendations of joint committees or of teacher committees need not be followed (depending upon the specific language), _they must be heard._ We note as an aside that both the common practice and the contractually mandated establishment of teacher committee participation, when combined with the fact that most school administrators have served time as practitioners, makes for a version of school decision making not too dissimilar from that characteristic of universities and institutions that Mintzberg (1983) has characterized as "professional bureaucracies."

The parallels are not perfect; however, the essentials are common. The judgments of the teachers are solicited or mandated; those who may decide whether or not to accept what practitioners recommend have separated themselves from the teaching ranks yet claim allegiance to and empathy with teachers' views. Contract provisions that allow individual teachers to appeal student placement decisions, sometimes to joint committees, and that allow teachers to file alternative interpretations of their classroom evaluations, make the same statement. Teacher judgments must be taken into account.

In the same way that a ship's captain or executive officer might ask a senior C.P.O., in the same way that an assembly line supervisor might ask an experienced operator, so building principals or central office administrators might ask particular teachers about problems, techniques, materials, and the like. This is the way of the informed, responsive administrative world: the informal way. Bargaining is a considered, formal process. And, one of the things that its results make clear is that teachers must be asked, and those who ask must listen to what is said. While this is not the control over workplace conditions that some independent professionals might claim, it is far removed from disregard or disrespect.

To be asked, and to have the answers considered, seems reasonable enough, if not particularly militant and certainly not radical. However, it is possible that even the recognition that what was good common-sense practice has been formally recognized slights the most obvious fact about teacher/school board relationships. Within a very short period of time, teachers organized, formulated positions, and negotiated with their employers. In doing that, teachers established a new relationship with their employer and they changed their workaday world.

Educational Policy Bargaining

Had teacher organizations and school boards bargained only matters related to wages, hours, and conditions of employment discussed above, we would conclude that analysis of bargaining agreements does not provide a great deal of information about the interests of teachers-as-professionals. However, boards and teachers also bargained numerous educational policies; and as they did so, their agreements conveyed much more about teachers' concerns as professionals than about their concerns as employees.

Staff Selection, Assignment, and Transfer

Teachers, school boards, and state legislatures all honor seniority. There is a nearly universal acknowledgement that, so long as a person is certified to teach, length of service should be the primary criterion in staffing decisions. Seniority is not only an objective criterion, it is equitable, for when a person commits his or her career to one particular school district, to have the school district reciprocate, is decent. Finally, there is, as Lortie (1975) has pointed out, a conviction among teachers that experience is the best teacher of teachers.

As a common, fair, and effective practice, seniority is certainly a reasonable decision-making criterion. What does the use of seniority as a decision-making criterion for staffing tell us about teachers? After a district's initial decisions--hiring and granting tenure--and the individual teacher's decision--to remain in the district--use of seniority in staffing decisions requires little exercise of judgment. Neither administrators nor teachers need to discuss any of the problems that might be considered when addressing questions of matching teachers with students. By nearly any standard of "professionalism" one might imagine, seniority may be questioned.

Having made the blunt argument, let us offer a more subtle one. Staffing decisions, while crucial as educational policy matters, also lie close to matters of employment. Organized teachers worry about matters of fairness and may be willing, therefore, to trade off negotiation of objective criteria against the risks of attempting to negotiate a more flexible but potentially more sound educational statement. That is, they may be willing--even as dedicated professionals--to establish a generally reasonable fixed procedure rather than risk a more educationally sensitive process open to administrative uncertainty or bias. And, finally, it is also true that when teachers collectively agree to value seniority--thus depriving individual teachers of the opportunity for special maneuver--the teachers are themselves standing for the whole. Each teacher pays a "price" for membership; each makes a personal sacrifice in order that the interests of the collective group may be maintained through times of potentially great divisiveness. _That_ sacrifice may be very "professional" indeed.

Curriculum

Contracts often contain one or more educational policy provisions that either regulate program offerings, prescribe use of particular materials or of a specific instructional approach (e.g., mastery learning), mandate the employment of certain personnel, or (occasionally) grant teachers the right to veto innovative programs. As we looked beyond the specifics of the provisions themselves, and beyond even the curriculum categories (regular curriculum, special education curriculum, mandated personnel), we found that stability characterized bargaining over curriculum. The substantive core of a district's curriculum is almost never discussed in language that suggests it has been modified through negotiations. When specific courses are mandated, the effect is to fix what is already offered, or, alternatively to make additions--normally remedial courses in specific subjects, or courses for special education students. Likewise, the majority of contract provisions that mandate the employment of specific personnel do so for these additional classes. Finally, agreements sometimes grant teachers veto power over proposals for new educational programs.

The curricular stability negotiated by boards and teachers may be attributed to a variety of factors. On one level, a community may be comfortable having courses with familiar titles; a board may wish not to evaluate the taken-for-granted, and adding on may suit its purposes; the teacher organization would undoubtedly like to retain present courses and instructors and add additional courses and teachers, most of whom will become teacher organization members. At another level, as boards and teacher organizations negotiate to maintain the status quo and define "change" as "making additions," they may be making yet another statement about the value of experience, a value that they have, after all, already recognized in seniority. (We await an essay entitled "Curriculum Seniority." The author of such an essay will certainly discuss how both districts and teachers make tremendous investments in their various standard courses: evaluating them, updating curriculum guides, completing various continuing education courses, modifying approaches, and learning from previous successes and failures. Such prior investments must certainly be considered when change is contemplated.)

What might we infer about teachers' special interests when we consider stability as their primary curriculum negotiations outcome? It appears that teachers wish to continue to teach what they have taught previously. If something new is to be taught, someone new should be hired to teach it. Finally, if modifications must be made, either in substance or in general instructional approach, teachers negotiate as much control over such decision making as possible. Finally, we should note that, while organized teachers and school boards negotiate decisions about classes, materials, and sometimes a specific instructional approach, they do not bargain over how an individual teacher will specifically engage students in a classroom. The nature of the teaching/learning act is never specified; the teacher's exercise of judgment in the myriad daily instructional decisions--no matter what the curriculum might be, or even the general instructional approach--is not challenged.

Student Assignment and Discipline

When they negotiate student placement and discipline decisions, teachers evince their concerns about safety and about being overloaded with students. The concerns about their own and their students´ safety are straightforward and closely tied to the teachers´ interests in working conditions. Here, in this discussion of the professional interests of teachers, we need only to point out that when a student´s return to a class is made contingent upon a teacher´s prior approval, a great deference has been made to a teacher´s judgment about the course of future interactions and events.

Much more common than policy provisions that grant primacy to teacher judgment over matters of student discipline are those provisions that fix class size limits. Though fewer than half (43 percent) of the 80 large-enrollment district contracts we anlayzed fixed absolute class size limits, 79 percent of all agreements contained either a policy provision fixing a class size maximum or a nonpolicy provision that set a class size goal or indicated that class size limits could be exceeded only if teachers were provided additional compensation or additional paraprofessional assistance. The negotiated maxima vary, but most school boards and teacher organizations agree that it is possible to assign too many students to one teacher. The most readily discernible effect of absolute class size policies may be economic rather than educational; a reduction of even one or two students per class in a very large district can be very costly. However, there are educational effects as well, since other staffing and curriculum decisions must be made accordingly.

The most informative student assignment policy provisions--at least for someone interested in the interests of teachers-as-professionals--are those that indicate teacher interest in class composition. We have already indicated in our discussion of bargaining over curriculum policy that teachers and school boards agree to additions rather than modifications. In their bargaining over matters of student assignment, teachers and school boards again affirm their inclination to add rather than modify. As bargained provisions on class size clearly indicate that there is such a thing as too many students, bargaining over matters related to composition of classes indicates that there is such a thing as too great a student diversity. This problem--too much diversity--is particularly clear in matters concerning special students. Collective bargaining agreements contain language that defines special students, decides how many special students may be assigned to regular classes, and even indicates that one special student may be counted as "x" number of regular students when class sizes are computed. Such policy decisions are accompanied by many nonpolicy provisions that establish appeals procedures in the event that teachers disagree with placements and provisions that mandate meetings between special education and regular teachers.

We do not suggest that limitations to mainstreaming are unreasonable or that meetings between specially trained teachers and teachers unfamiliar with the needs of special students are unnecessary. Instead, we observe that bargaining over issues of class composition indicates teacher hesitance to take on more than they can handle. Such hesitance may stem from their unwillingness to be challenged. But, it may also stem from their awareness that they lack proper training. It may even stem from the unwillingness of special education teachers to see their charges placed in the hands of unprepared colleagues. The interests of both special education and regular teachers may converge on this matter.

We do not know how to weigh the possibilities that might account for the bargaining of so many provisions--both policy and nonpolicy--that specify matters of class composition. Even bargaining in small districts indicates concern (Bowers, 1984). However, the concerns are probably connected to Lortie's (1975) observation that the classroom teacher's "goals must be met and managed in a group context" (p. 137). A former colleague, Nancy J. Pitner, has written to us in response to our query about such matters:

> The effect of sorting is to reduce the variability with which the teacher has to deal, to provide a protective environment for the patrons, and to build and maintain categories. Grouping of students is needed because the teacher works simultaneously with a large number of students (as opposed to other professionals such as social workers, attorneys, or physicians, who work with clients on a one-to-one basis). Following an assessment of needs, a student will be categorized or pigeonholed. This suggests the standard program to be selected and executed.

Consider the situation. The teacher has a _class._ Observers observe _classes._ There are good _classes_ and there are not-so-good classes. There is _classroom_ control or lack of it. And, all the while, connections are--or are not--made with individual students. Whatever the conceptions of teachers-as-professionals are, any that do not take into account the exercise of judgment in a group context misconceive the reality of the teachers' classroom experience. Surgeons, while they may describe procedures to prospective clients, do not often invite them to observe operations on present clients. Even though their doors may be closed against intrusion from without, teachers' actions are viewed by all of their clients-at-the-moment.

Teacher Evaluation

Bargaining over minimum fairness provisions that establish the teachers' rights to notice of evaluation, access to their evaluations, and the opportunity to dispute evaluator's judgments is widespread. Extensive, likewise, are educational policy decisions concerning evaluation frequency, criteria, and purpose. There are two purposes for evaluation: it may be used to improve instruction, or it may provide the basis for dismissal. The latter purpose seems reasonable enough. Sometimes an employee fails to perform satisfactorily, and an employer must certainly consider termination. The other purpose--improvement of instruction--forces to the surface issues more related to the teacher-as-professional than to the teacher-as-employee.

No matter how common it may be to speak and write about instructional improvement, we should not forget that such language is not necessarily common in other employee/employer agreements. The assumption that there is always room for improvement does not hold for all kinds of work. For teachers, it does; year after year, it is assumed that they can become better at what they do. Organized teachers and school boards make this assumption explicit in their collective bargaining agreements, and they link the assumption to compensation when teachers are granted experience increments on negotiated salary schedules.

We do not know why teachers must improve. It may be that beginning teachers are considered so ill-prepared that a certain period of teaching experience is required before teachers achieve basic competence. Certainly, the distinction between probationary teachers and tenured teachers fits such a consideration. Yet, tenured teachers, too, must improve. Evidently, they must improve their classroom control, since it is one of the criteria often negotiated in contracts. Occasionally, contracts indicate that teachers must improve in order that student performance may be accelerated (though sometimes student performance is prohibited as a criteria for evaluating teacher effectiveness).

We know that poor classroom control can cause dismissal; indeed, it is a factor in most dismissal proceedings. Yet, we know nothing about whether evaluation helps "improve" control that already exists at some reasonably satisfactory level. Thus, evidently, there is a minimal standard of control, though the actual standard is never specified in school board/teacher organization agreements. Likewise, there must be some unattainable "perfect" situation towards which teachers must strive. The supposed existence of this state of perfection therefore makes their constant need to strive for improvement seem reasonable.

When teachers and school boards negotiate evaluation criteria for the purpose of instructional improvement without reference to standards of performance, there is no definition of what constitutes improvement. It may be that teachers readily accept for themselves that which they promulgate in their classrooms: the necessity for constantly expanding horizons and for seeking new challenges. Even so, an absence of benchmarks would not be considered acceptable when teachers evaluate students. Yet, standards are absent from collective agreements. For all of the contractual language about improvement of instruction, collective bargaining agreements do not provide any indication that a school district's teacher evaluation process can lead to better teaching, except insofar as some very poor teachers are dismissed.

On the other hand, teachers improve. We suppose, based upon our analysis above, they do so primarily through a process of self-evaluation. Certainly, the individual teacher's conception of a good day, a good class, a satisfactory year, and even a satisfying career outweighs any periodic formal feedback about such matters. Though we do not know what sorts of decisions teachers make about why and when they must change behavior in order to seek improvements in their instruction, we are confident that they, and not others, make such decisions.

Staff Development

Districts normally have a program for the betterment of teachers composed of an inservice component and a professional development component. The two components are treated very differently in collective bargaining agreements. Bargaining over the specifics of inservice training is idiosyncratic. Where districts and teachers fix the topics for inservice in their contract, the topics vary. Where districts and teachers limit or prescribe times for inservice, one contract may allow inservice only "after Christmas"; another provides inservice will be held "bimonthly"; another prohibits extending the school day for inservice; another mandates it be held between 8 a.m. and 10 a.m.

More generally, however, when school board and teacher organizations bargain over inservice programs, the results of bargaining serve to limit their length, limit their number, and require compensation for teachers when sessions are held outside the regular teacher work day. Though teachers and school boards also occasionally bargain topics for inservice or establish committees or boards to recommend or plan such programs, the preponderance of bargaining over district-sponsored inservice programs normally indicates that such efforts are better when few and far between. In short, inservice training is viewed--though policies may be set--as a nonvoluntary extra duty assignment.

In contrast, the provisions that govern sabbatical leaves and academic credit for salary advancement look remarkably similar across the nation, in both large and small districts. In nearly every instance, provisions provide that credit for salary schedule advancement will be earned at accredited institutions, that it will be for graduate or upper-division credit, and that it will be gained in certain subject areas. Similarly, sabbatical leave provisions most often mandate that the teacher's course of study be undertaken at an accredited institution and that the teacher's application provide a rationale for the type of courses to be taken. These provisions leave the determination of an appropriate continuing education to the individual teacher in combination with others--outside the district--in the profession of college or university teaching. Such agreements indicate that the teachers and the district acknowledge the legitimacy of professionl teacher education. Agreements affirm the conception that a teacher becomes a better teacher when trained by others who hold special credentials, and that this training enhances the teacher's value to the district. This enhanced value is recognized in other districts to which the teacher may transfer, whereas district-sponsored inservice training often is not accepted for credit by other districts, even if the district that provided the training grants credit for it on its own salary advancement schedule.

Bargaining over professional development and inservice training clarifies the distinction between teachers-as-employees and teachers-as-professionals. When they negotiate over matters concerning their professional development, teachers establish the importance of their individual choice and their allegiance to a conception of "profession" that is tied to institutions of higher education rather than to districts. Individual teachers choose whether to continue their education and they choose where and when to do so. Likewise, they voluntarily request leaves in order to visit other classrooms or to undertake sabbatical study. On the other hand, their position as employees is emphasized in the results of bargaining over inservice training. Contracts place no minimum standards (accreditation) on inservice experience, for example. Nor, even, are the teacher participants evaluated (graded) on their performance.

In our discussion of teacher evaluation, we suggested that after protecting themselves against the potential for unfair decisions, teachers and school boards limited the possibility for using formal district evaluation to improve instruction and left dominant the individual teacher's process of self-evaluation. Similarly, district-sponsored inservice programs, no matter how appropriate or well designed and delivered, are not very significant when compared to district expenditures and teacher efforts that support continuing teacher education in colleges and universities.

Conclusion

Though we may understand something about teachers' professional interests by looking at the results of their bargaining over both conditions of employment and educational policies, we would be remiss if we failed to point out that our efforts to discern teacher interests necessarily focus only upon only those items that were both proposed and successfully negotiated. This reminder of the limits of our own attention prompts us to ask, What has not been bargained?

When we look to see what has not been bargained, we see that collective bargaining has not directly affected the relationship between a specific teacher and a specific student. Except for some contract provisions that grant teachers authority over certain student discipline and placement decisions, collective bargaining agreements do not clarify the teacher's role in the classroom. While contract provisions establish the times when certain activities must occur, may mandate opportunity for preparation, or may limit classroom interruptions, the nature of the teaching/learning act is not specified. Nothing in contracts prescribes the exercise of the individual teacher's judgment in instructional matters within whatever context that instruction is to occur.

In collective bargaining, the effect of agreeing on some things and not on others, is particular; that is, when certain matters are explicitly included in a contract, alternatives are not simply ignored, they may be precluded legally, for in a legal document, to express one thing is to exclude others (Elkouri and Elkouri, 1973). In the same way that bargaining an absolute class-size maximum precludes certain large-enrollment classes (and may in practice make small-enrollment classes difficult to offer as districts attempt to balance class enrollments), bargaining over a specific teacher evaluation process precludes other formal evaluation alternatives and may make informal processes difficult or impossible to create as well. Thus, for example, provisions that fix a building administrator's position in the evaluation process preclude peer evaluation. In a thin contract, especially one containing no status quo or educational policy decisions, little is prohibited. However, in an agreement with several policy statements, a great deal of district adaptability and individual teacher flexibility has been constrained.

That such constraints essentially freeze the sanctity of the traditionally defined relationship between teacher and student and put that relationship beyond the reach of administrator caprice, colleague interference, classroom interruption, or narrowly focused parent interest, may be understandable. After all, the recognition that individual teachers exercise enormous professional judgment may spur acknowledgement that they should be afforded both respect and support in their efforts to do so effectively. Simultaneously, when teachers and school boards negotiate agreements that have the effect of structuring the loneliness of the individual teacher in the individual classroom, it is not difficult to foresee serious matters confronting both individual teachers and their organizations. For example, if the individual teacher says, "When I close my classroom door, I am in control" and members of the community come to understand that the teacher´s statement is true, then in the event of instructional problems it will be clear who to hold accountable. Acceptance of that individual´s position of responsibility may establish the basis for a clearer conception of teacher professionalism.

On the other hand, recent responses of national teacher organizations to proposals for merit pay may be taken as an indication that organized teachers have bargained themselves into difficult positions. The NEA has argued that teacher salaries should be raised generally; the AFT has indicated its willingness to engage in conversations. In terms of our analysis above we might say that the one organization has said "Do not change what is," while the other group has indicated a possible willingness to "add on." Both positions stem, in some part, from recognition that in order to come to an agreement on merit pay, teachers will have to bargain modifications in the salary schedules they have established and must bargain also over teacher participation in systems of evaluation in order to determine which teachers should receive merit pay recognition. We do not know which of the two difficulties is the easier to overcome. We do know that in order to construct mechanisms for peer evaluation, a number of local organizations will have to overturn the provisions they have already bargained that currently prevent peer evaluation.

In late August 1984, Albert Shanker addressed the national convention of the American Federation of Teachers in Washington, D.C., and warned that unless teachers took responsibility for their profession, state legislatures would do so. Shanker´s statement echoed that made by Lortie (1975) a decade ago:

> Teachers will stand a better chance of winning autonomy within a state-dominated system if they can persuade decision-makers that they are a "professionalizing" occupation. . . . [However] conservatism will not result in a dynamic, changing occupation. Individualism will not produce

> intricate arrangements for collegial judgment . . . . In sum, unless teachers substitute professionally oriented values for those they currently express, they will be hard pressed to claim professional status in a centralized system of public education. (p. 228)

Perhaps the situation that led to Lortie's forecast that there would be problems and to Shanker's assessment that there are problems is best summed up in Robert Frost's poem "Mending Wall," written in 1913: "Before I built a wall I'd ask to know / What I was walling in or walling out."

Chapter VI

Conclusion

We have suggested that the general effect of extensive collective bargaining between teacher organizations and school boards has been to fix the status quo for both school districts and teachers. We also have questioned whether school boards, teacher organizations, or their communities are always well served when certain practices and policies are fixed for the term of the collective agreement. Finally, we have offered the view that the impacts of bargaining stem less from the effects of negotiating one particular decision or another, but result instead from the nature of the process itself--the legal status of the agreement, requirements for the proper conduct of negotiations and contract management, and consistent enforcement.

In part, our conclusion that the impacts of bargaining are most directly connected to the nature of a contract seems obvious. Yet, there may be some advantage to be gained by first dwelling upon the obvious. For example, such attention forced us to ask questions about bargaining's impact upon the group most likely to be affected, that is, teachers. Though we knew before we began this effort that except for an occasional aside and several articles and books on teacher unions, the question of impact on teachers as professionals was largely unexplored. We suppose that teachers must weary of reading studies about bargaining impacts upon school boards and upon school budgets, with nary an analysis of the impact upon teachers themselves. Our analysis, exploratory though it may be, indicates to us that the first 25 years of bargaining have been about the concerns of teachers.

Which brings us back to the obvious. Unless someone pays attention to teachers--other than teachers themselves--they are placed in a classic minority group position. Sometimes viewed as threats and intrusions or portrayed as "sidekicks" to exceptional building principals in efforts to establish instructionally effective schools, teachers are represented as particularly special only as individuals. Seldom are they discussed as a particularly noteworthy group. We ask this question: Would anyone seriously suggest that teachers take whatever they pay in teacher organization dues, turn that amount back to the district in order to provide some budget flexibility, and trust the school boards and administrators to be fair, equitable, and farsighted? We would not make such a suggestion.

What does the future hold for teachers? Certainly, teachers will continue to bargain over matters of minimum fairness. Just as certainly, they will continue to bargain to be heard and to have their recommendations taken seriously. Whether school boards and teacher organizations will continue to bargain beyond issues of fairness and participation to decisions over educational policy, we do not know. Such a continuance will depend upon a number of factors.

First, there must be reasonably solid analyses of whether or not it matters that such bargaining occurs. We have indicated that we think it does, though our understanding is based on limited information. Recent efforts to establish a relationship between collective bargaining and student achievement have categorized teacher characteristics, linked those characteristics to likely student outcomes, and concluded that bargaining has mixed efforts (Eberts and Stone, 1984). This understanding is insufficient.

Whether we or anyone else ever establish that a direct relationship exists between educational policy bargaining and student achievement, the findings on adaptability seem sufficient to give pause to both school boards and teacher organizations. Are there matters better left to more flexible decision-making processes? Or, at very least, are there some issues that should be more readily opened for renegotiation during the term of an agreement?

Such questions are normally resolved locally. There is little evidence to indicate that, to date, state scope-of-bargaining statutes particularly encourage or inhibit bargaining over a variety of permissive topics. Scope-of-bargaining decisions are made locally and will continue to be unless state statutes make bargaining over certain topics illegal ("Comments," 1974; McDonnell and Pascal, 1979; Pisapia, 1982).

In principle, there is no reason that the state should interfere in local collective bargaining processes unless such processes clearly harm the students in whose educational progress the state has an interest. And, since a direct connection between bargaining and student achievement cannot be made very convincingly, we suspect that decisions will continue to be made locally. In this event, thousands of school boards and teacher organizations must continue to consider and reconsider both what they have already bargained as well as what they will agree upon in future bargaining efforts.

As we have indicated in this essay, much of the research and comments on collective bargaining impacts may not have proved very helpful. The researchers' concern about power and control that has infused so many of the collective bargaining investigations has not yet demonstrated much of value. However, what may be useful to all parties is our suggestion that we look at what has not been bargained. Two categories of negotiations have not been undertaken.

The first has to do with matters that might be considered innovative or experimental. We do not know why, when contracts so clearly fix the status quo in a public institution that must be responsive to changes within its community, there is so little language in the contract itself that binds both parties to some mechanism that allows them to be responsive to new conditions.

The second category of negotiations that has not been undertaken concerns excellence: specifying the nature of teacher work, establishing standards of performance or improvement, and fixing responsibilities. We concluded our analysis of the impact of bargaining on school districts and teachers by saying that school boards and organized teachers had managed to stand four-square behind protecting and adding on, and that the essential loneliness of the individual teacher had been established contractually. Insofar as the results of bargaining could tell us, visions of principals as educational leaders, or buildings as distinctive components of a larger system, had to be modified. Can boards and teachers bargain over the elements of excellence? They have not yet done so.

Three possibilities exist. The first possibility has already evidenced itself. It can be decided that the larger public interest must override both local districts and local teacher organizations and that, therefore, the state will set standards, define responsibilities, and establish penalties for those who fail to meet their responsibilities.

The second possibility is not pessimistic so much as terse. It may be that the two bureacracies--one old and one new--will grate against one another only for the purpose of resolving differences about wages, hours, and conditions of employment.

Finally, it may be that the first 25 have established preconditions. Having gained experience with the process, having established the basis for fair treatment, and having experienced enough seeming victories that turned sour, perhaps boards and teachers are ready to turn their attention to matters of educational improvement. If this is the case, then we announce in advance that the conception of the stages or generations of bargaining (Kerchner, 1986) is about to have a new stage added to it: the search for quality. In this search, the nation, with its myriad yearnings for and confusions about excellence, hardly provides a clear map for educators who must struggle for both equity and excellence in order to achieve either. Thus, a bit of patience may be in order, tolerance for the parties at thousands of bargaining tables who--though they strive primarily to protect and conserve--must be pathfinders also.

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